

Department of Interpreter/CART Services

MCDHH's Interpreter Contract: RFR / Contract and Procedures

For Use by Contractors, Requesters, Payers, Consumers,
and All Other Entities Using MCD01

Limited User Contract Which Begins July 1, 2009

Updated for the July 1, 2015 to June 30, 2018 Contract Renewal Period



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June 2009 Version

**Revised Spring 2015 for the
July 1, 2015 to June 30, 2018 Contract Period**

**Check COMMBUYS [<http://www.commbuys.com>] for updates to this document
as well as important supporting information and forms**

**“This document is incorporated into Contract MCD01 for
‘Interpreters and Translators for the Deaf and Hard of Hearing’
and should be referred to frequently by anyone using that contract in any
capacity.”**

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Welcome from the Director, 2015

April 2015

Warmest Welcome to Members of the MCD01 Community:

It is my pleasure to greet all of you as we enter the final three-year period of MCD01 contract, which is also known as "Interpreters and Transliterators for the Deaf and Hard of Hearing." MCD01 began back on July 1, 2009 and we including ourselves as MCDHH, interpreters, requesters, payers, state agency contractors, and other contracting entities have learned from each other and grown greatly as individual stakeholders and as a community with the common goal of providing communication access. The documents following this letter are the bodies of the MCD01 contract. These pages tell the story of how we, collectively, responded to the challenges and opportunities we faced since 2009.

Some of the challenges and opportunities confronting us were organic or evolutionary in nature, and therefore so was our response. One example is the ongoing consolidation of certification categories by the Registry of Interpreters of the Deaf, Inc. pertaining NIC. We mirrored RID's change in certification categories by continuing the restructuring of our state rate chart into fewer rows, something I mentioned in my letter to you three years ago. You can see the structure in the section of this document titled, "MCD01 Compensation Structure: An Overview".

A second example of evolutionary change comes from the increasing availability of technology to aid in communication access for our community members. To that end, you have seen MCDHH in general and the Interpreter Department in usage of Vlogs to create fully accessible announcements. Expect to see more in this coming contract cycle, however, not every communication will be immediately available in a Vlog. Our most important ones will be in Vlogs.

We were challenged with little choice but to roll out with COMMBUYS, Operational Service Division's electronic statewide purchasing and procurement system, in March 2014. You may find it helpful knowing that Operational Service Division is managed outside of the agency and in terms of receiving payment from state agencies, Interpreters need to be registered as vendors in COMMBUYS. As I write this, fewer than 60% of MCD01 Interpreters have registered as vendors and there is no other way of getting paid from the state agencies. So we require 100% of our interpreters to be registered by the time this renewal goes into effect on July 1, 2015. In the meantime, I am grateful to have a terrific team from Administration and Finance to assist my department as well as supporting you in the COMMBUYS enrollment process.

As we always do, we took advantage of this contract renewal period to review the content of the MCD01 contract and made a number of improvements based on the feedback received. We enhanced our referral software as well as enhancing guidance for interactions among stakeholders with Referral; initial contacts; place a job request; job assignment; performing the job; and then the events after the job. We added illustrating examples wherever possible. We also created an expanded "For Reference" section to make this document a single source of reference. Additionally, we reviewed the policy and procedures questions received during the FY '13 - FY '15 contract term and added clarification where appropriate. The section on "Inclement Weather" is an example of policy/procedural enhancement.

MCDHH held two Public Hearings in November 2014 to collect stakeholder input about MCD01. One of the points raised by several individuals was how valuable they would find the ability to visit Referral to see the service in operation. So, here is my invitation to you: Whether you are an interpreter, a requester, a payer, a consumer, or an user of the MCD01 contract, if you would like to come for a visit and meet with our team of Referral Specialists, please contact Michael Krajnak, Referral Supervisor, and set something up. If you are an experienced user of MCD01, come by and see how the service has changed since you first joined the contract. If you are new to MCD01, share your experience with us so we can learn from you.

The future will undoubtedly reveal a new set of challenges and opportunities. I've already mentioned more Vlogs as one development I'd like to see happen. Another challenge is for the Interpreter/CART Referral Service to take fullest advantage of the Avianco data management to include interfaces for all stakeholders, not just for Referral. Yet another is to develop a roster of qualified trilingual interpreters to meet the needs of Spanish Deaf as the population has grown greatly in a couple of years in various areas of the state...and I can go on and on.

Writing this letter gives me an opportunity to reflect on where we have been and where I envision us heading. It also gives me an opportunity to thank interpreters for all they do for being part of our MCDHH family. Not only communication access they provided, they committed their time mentoring with new and experienced interpreters and being on our Interpreter Screening team to qualify interpreters for the Commonwealth of Massachusetts. The other members of our MCD01 family are the requesters, the consumers, the payers, and all the other participants in the communication access process. You, too, make important contributions to helping us lean and grow. Learning and growing together. That's the fun part knowing you are by my side.

Wishing you all the best,

Dianne Shearer

Dianne Shearer
Director, Department of Interpreter/CART Services

Welcome from the Director, 2012

April 2012

Greetings to Interpreters, Requesters, and All other Users of the MCD01 Contract—

It boggles my mind that the initial three-year term of the MCD01 contract is reaching its conclusion and it is now time to exercise the first amendment-to-renew option. It is almost as if we, collectively, blinked and time has flown! I want to welcome MCD01 interpreters old and new as well as all who use this important contract.

The biggest change you will see in this MCD01 RFR/Contract/Procedures document is improved organization. Information that had previously been scattered throughout the previous document is now in one place, and the sequence in the text follows more closely the natural sequence of making the request / performing the job / doing the post-job activities. Secondly, we improved content in response to questions we received from interpreters, requesters, payers, Deaf/Hard of Hearing community and others over the last three years in order to make this document more responsive to your needs. Nowhere is this issue more clearly demonstrated than in the section committed to the Supplier Diversity Program, in which we used a question-and-response format that we hope will clarify interpreter responsibilities under this Executive Branch program.

In the first three years of the MCD01 contract we've seen some changes in the external world in which interpreters function, and these changes have been incorporated into this revised MCD01 document. Most notably, the Registry of Interpreters for the Deaf (RID) eliminated the three levels of National Interpreter Certifications (NIC, NIC-A, and NIC-M) in favor of a single NIC certification.

MCDHH will maintain the rate structure and rates for MCD01 contract for Interpreters and Translators at the FY'12 level for FY'13. During FY'13 MCDHH will incorporate the enhancements made by RID, Registry of Interpreters for the Deaf and NAD, National Association for the Deaf, when they become available to implement single level scoring format for National Interpreter Certification (NIC). When that happens, MCDHH will then consider how to include the new single level NIC credential in the rate structure while honoring those Interpreters who obtained the prior NIC, NIC-A, and NIC-M credentials.

Internally within the Interpreter/CART Referral Service we started a project over two years ago that remains ongoing, a comprehensive assessment of our business processes with the goal of improving efficiency and effectiveness in this time of increased demands and reduced staff. This is the first time we have undertaken a project of this magnitude and already we are seeing results. For instance, Referral implemented standardized email templates, updated Consumer and Interpreter profiles, and completed Interpreter ID cards. Your feedback and comments contributed to these changes through spontaneous contacts as well as use of the Survey Monkey data collection tool.

Another upgrade you'll see in this MCD01 document is that we've spelled out how individuals using technology-enhanced interpreting may contract with us on a pilot basis. Details may be found in the section entitled "Pilot Methods and Technologies."

Speaking of technology, MCDHH has entered the world of Facebook as one of our tool to communicate with the community! We will continue to make full use of the Yahoo Mass Deaf Terp "OneList" for electronic communications, and you will see an increasing number of fully communication-accessible vlogs on our web site in ASL with English captions and voicing. As in the past, I encourage interpreters to maintain

membership in MassRID. Membership in this local chapter of RID creates a sense of collegiality, opportunities for free or discounted workshops especially on topics with a local flavor, and facilitates a more rapid assimilation into the profession for newer interpreters. Also, it's a good place to receive updates from MCDHH. You can check out their website at www.massrid.org for more information or how to become a member.

MCDHH thanks you for your commitment for quality service for our Deaf, Hard of Hearing, DeafBlind, and Late-Deafened constituents in the Commonwealth of Massachusetts. We look forward to working with you as we enter the new contract renewal period.

Best,

Dianne Shearer

Dianne Shearer
Director, Department of Interpreter/CART Services

Resources:

- Liability Insurance--
https://dhhinsurance.com/cgi-bin/html05.cgi/001150.1.1115521321549646458/rid_freelance.html
- MassRID—
www.massrid.org
- MCDHH Webpage—
www.mass.gov/mcdhh

Welcome from the Director, 2009

May 2009

Welcome to the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH). We are happy to have you as part of our community of service providers as Contractors. The Department of Interpreter/CART Services provides communication access services to Deaf, Hard of Hearing, Late-Deafened, and hearing consumers, including MCDHH staff, such as CART, Oral Transliterating, ASL/English Interpretation, DeafBlind Interpreting and CDIs.

This **Manual for Contract Interpreters** is intended to provide the Massachusetts Contract Interpreters/Transliterators an introduction to working as independent contractors for the Commonwealth of Massachusetts as operated by MCDHH. This is a reference for both new and experienced freelance interpreters/transliterators. Additionally, because this Manual serves as the Scope of Services of the contract between interpreters and MCDHH, it is a valuable tool for Requesters, Payers, and Consumers of services covered by the contract. So that all prospective contract users know what to expect, the Manual includes policies and procedures regarding interpreter referrals and the Code of Professional Conduct that all professional interpreters agree to uphold.

I strongly encourage you to sign up for the Mass_Deaf-Terp e-mail distribution list that is part of Yahoo! Groups, http://groups.yahoo.com/group/Mass_Deaf-Terp/, in order to become part of the interpreting community in Massachusetts. You will find information regarding interpreter workshops, training, and mentorship. MCDH often uses this list to make important announcements, as does MassRID and community/consumer organizations. The Mass_Deaf-Terp e-mail list is a rich resource and I cannot overstate its importance as a vehicle for community cohesiveness.

We hope you find this information helpful and easy to use. Do not hesitate to contact us if you have any questions.

Sincerely,

Dianne Shearer

Dianne Shearer
Director, Department of Interpreter/CART Services

Welcome from the Commissioner, 2009

May 2009

As a participant in the MCDHH Interpreter/CART Referral Service, you are aware of how important communication access is to people who are Deaf, Hard of Hearing, Late-Deafened, and DeafBlind. Since we began providing referral of interpreters for the Commonwealth of Massachusetts more than 200,000 requests have come to us, indicating statewide commitment to accessible communication in every imaginable situation where exchange of information takes place. People must communicate in healthcare, educational, workplace, legal, business transaction, civic, and social settings, and MCDHH makes this happen by connecting requesters with the essential and legally mandated services of qualified professional interpreters.

The severe fiscal crisis which now impacts every aspect of life in our Commonwealth as well as across our country, makes it more important than ever to maintain access to effective interpreter services. To perform our business of referring interpreters to job assignments with the greatest efficiency, this Manual is written as a guide for any user of the MCD01 Contract. No matter whether a job request is for an hour or for a full day, for a medical appointment or for a statewide conference, by referring to the appropriate sections of this Manual all participants in the communication situation will know how to prepare and what to expect.

We are beginning the first year of a contract whose maximum anticipated duration is nine years. Much can change in nine years. Most immediately, we will be challenged to develop a sustainable model for Emergency After Hours Referral. MCDHH will leverage our current collaborative work with the state agencies responsible for education and court settings to implement more effective models of interpreter services in those settings. Each of these efforts has potential to positively impact availability and compensation of interpreters and to result in increased communication access. The field of interpreting itself may undergo changes in the next nine years. Licensure or some other form of professional certification may become a reality, and the Commission's role as guarantor of quality may increase. Already in Massachusetts we have seen the growth of video-based interpreting. The next nine years will see an evolution and possibly a crystallization of a business relationship between video-based services and MCDHH. Other technologies may develop as well, and we at MCDHH will be not only in the policy forefront but in the implementation forefront, maintaining our role as the leading agency to which other states look for guidance and a role-model.

As we go forward in responding to opportunities both within the Commonwealth and in the environment at large, we want to know how the Interpreter/CART Referral Service is of value to you; how it is meeting your needs, and how it can meet your needs even better. Please take advantage of the opportunity set forth in the "Feedback, Compliments and Complaints" section to share your thoughts with us. We welcome your response.

In serving the Commonwealth with its statewide Interpreter/CART Referral Service, MCDHH is committed to achieving the highest possible response rate and quality of interpreter service in every setting where a person who is Deaf, Hard of Hearing, Late-Deafened, or DeafBlind is in need of communication access. And we thank you for matching our commitment to communication access through your participation as a requester, an interpreter, or a user in another capacity. We look forward to being of service to you.

Sincerely,

Heidi L. Reed

Heidi L. Reed
Commissioner

Key Changes in the July 1, 2015 to June 30, 2018 Contract Renewal Period

The Massachusetts Commission for the Deaf and Hard of Hearing took advantage of this renewal period for Contract MCD01: Interpreters and Transliterators for the Deaf and Hard of Hearing to bring this Request for Response (RFR) / Contract and Procedures document up to date in several ways. First are the housekeeping changes such as updating our address to 600 Washington Street in Boston and recognizing the replacement of Comm-PASS with the more expansive electronic procurement management system COMMBUYS. Second are the addition of a few sections in the text of this document that will add to its value to contract users and stakeholders such as requesters and payers. Finally, to make this document a more comprehensive guide to members of the MCD01 community we significantly enhanced the "For Reference" section with an array of resources.

Most Significant Points

The most significant modifications of this document relative to the July 1, 2013 to June 30, 2015 MCD01 version are as follows:

1. All participants in the MCD01 contract **must** be registered as vendors on COMMBUYS. Guidance, as well as where to go for additional help, are included in this document.
2. The compensation structure will continue its evolution. In FY'16 with the several NIC certifications being combined into a single row on the rate chart. ***In FY'17 all national certifications will be collapsed into a single base rate***, with compensation increases granted only for seniority.
3. The DeafBlind differential will be paid only for interpretation requiring ongoing physical contact for the purpose of providing communication access. Such methods include but are not limited to tactile signing, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind differential. This change will begin in FY'16.
4. The threshold for filing a Supplier Diversity Program Plan is increased to \$25,000 in a year in earnings from Commonwealth of Massachusetts agencies from its previous level of \$5,000.

The Details

Here are the details:

Definitions:

- Addition of URLs and web links for Avianco, the Commonwealth's calendar of holidays, COMMBUYS, VendorWeb, and other useful connections
- Clarification of the cancellation policy

The Interpreter/CART Referral Service:

- Clarification that the After Hours Emergency Interpreter/CART Referral Service accepts only legal requests; and that it also maintains a list of interpreters willing to go to hospitals after hours should emergencies arise

Use of MCD01 Contract by Executive Branch Agencies and Other Eligible Entities:

- Inclusion of list of all Executive Branch agencies, with MMARS and COMMBUYS codes, that are MCD01 users in accordance with March 2012 Policy Initiative, "Quality Assurance Policy for ASL Interpreter and CART Services" mandating use of MCD01 and MCD03 contracts (respectively, Interpreters and Translators for the Deaf and Hard of Hearing and CART Services) by all Executive Branch agencies
- Instructions on how other Eligible Entities may request permission to participate in MCD01

What Is Included in MCDHH's Interpreter Contract:

- List of the Commonwealth documents, with hyperlinks to the documents themselves, that are incorporated into the MCD01 contract and a short description of their provisions

Communicating Basic Information with the Interpreter/CART Referral Service:

- Elaboration of the information that interpreters, consumers and requesters need to give to the Interpreter/CART Referral Service to establish and maintain accurate records on the Avianco database

Communication Access Requests for Public Events, Conferences, and Other Advance Registration Settings:

- MCDHH's "Best Practices" recommendations for requesters to use in situations when communication access requests are made before the specific consumers needing the communication access services are identified

Job Assignment by MCDHH's Interpreter/CART Referral Service:

- Clarification of the several types of performing arts requests that the Referral Service can accept
- Clarification of the several types of private college/university requests that the Referral Service can accept
- Clarification that the Referral Service **cannot** accept requests from intermediaries such as interpreter placement services

MCDHH's Quality Assurance Program:

- Statement that a skill-enhancement program will contain a specific amount of time for completion
- Clarification that an interpreter will have two opportunities to correct any issue(s) identified as needing corrective action

Fee-Related Definitions, Formulas, and Calculations / Fee Policies:

- The billing increment is reduced to a quarter hour (fifteen minutes) to bring MCD01 into compliance with MCDHH's other communication access contracts

- The Commonwealth's prompt payment discount is explained, with examples of applicability to MCD01 contractors
- Examples of the cancellation policy are presented

Special Circumstances: Unforeseen Events, Inclement Weather and State of Emergencies:

- This section was expanded significantly in order to offer guidance on a wide range of possible situations potentially interfering with the seamless provision of communication access at a previously-booked event

After the Assignment:

- Expectations are set forth regarding prompt billing by interpreters and prompt payment by MCD01 agencies

VendorWeb:

- Instructions on use of the Commonwealth's VendorWeb are presented, along with a hyperlink to the site, so that interpreters can look up the status of their scheduled payments from Executive Branch agencies

MCDHH Guidance on Supplier Diversity Program Plans:

- Supplier Diversity Program Plans do not have to be filed unless interpreters expect to earn at least \$25,000 from Commonwealth of Massachusetts agencies in a fiscal year
- The table of suggested Supplier Diversity Program Plan financial commitments at various earning levels has been adjusted commensurately to the \$25,000 threshold

For Reference:

- The three Profile forms used by the Interpreter/CART Referral Service (Interpreter, Consumer and Requester) to collect basic data for the Avianco information management system are included
- Three model invoicing forms (used by/for MCDHH's Freelance Interpreters, MCDHH's Staff Interpreters, and the Administrative Office of the Trial Courts) are included for reference and as models for MCD01 agencies' own use
- 112 CMR 3.00 as updated June 6, 2014 is included for information purposes so MCD01 stakeholders may understand the regulatory background of the Interpreter/CART Referral Service and MCDHH's Interpreter Contract

Definitions

AGENCY

When capitalized, Massachusetts Commission for the Deaf and Hard of Hearing; when used in lower case, any agency of the Commonwealth of Massachusetts

ASL

American Sign Language

AVIANCO

The internet-based scheduling and database system used by MCDHH's Interpreter/CART Referral Service to manage all aspects of its work processes. At the time of writing Avianco is not yet accessible to all MCD01 contracting agencies and participating entities. MCD01 Interpreters and Translators have access to job offers custom-filtered to their individual geographic, subject matter preferences and skill set according to the information provided on the Interpreter Data Sheet submitted with their contract application or renewal packages. The gateway to Avianco is at <https://m.mcdhh.net> and available via smartphone, tablet and desktop computers.

BASE RATE

The basic hourly rate an individual interpreter is eligible for, based on type of certification/MCDHH approval and years of certification and also type of interpreting provided, e.g., court/legal and DeafBlind.

BILLABLE TIME

The time block from the start time of the event indicated when the interpreter assignment booking is made or the actual starting time, whichever is earlier, and until the actual work time is finished or until the booked finish time, whichever is later, including brief breaks but not including designated lunch or dinner break. Each assignment is billable for an appearance fee equivalent to two hours at the interpreter's base rate for the assignment (see above). Any time over two hours is billed at the same rate in half hour increments. For assignments of six or more hours in duration, the interpreter must take at least one unpaid meal break of at least thirty minutes. If this is not possible, then the billing should reflect the actual time worked.

BILLING INCREMENT

The unit of time for which MCD01 contractors may bill. The BILLING INCREMENT for the MCD01 contract is the **quarter hour**, or fifteen minutes. MCD01 contractors should bill to the next quarter hour when submitting invoices for assignments.

BUSINESS CONTRACTOR

As indicated in 112 CMR 3.00, the Regulation governing operation of MCDHH's Interpreter/CART Referral Service and the provision of interpreters and transliterators for the Deaf and Hard of Hearing, only individual contractors, not business contractors, may participate in MCD01 and its successor agreements

BUSINESS DAYS

Commonwealth of Massachusetts business days; generally, weekdays from 8:45 a.m. to 5:00 p.m. except for holidays as noted on the web site of the Secretary of the Commonwealth of Massachusetts, <http://www.sec.state.ma.us/cis/cishol/holidx.htm>.

CANCELLATION POLICY

The period before an assignment in which a request may be cancelled without penalty is two full business days prior to the day of the assignment for requests involving interpreting services. Cancellations for interpreter requests are NOT accepted via email. To cancel, call MCDHH's front desk at 617-740-1600 (voice) or 617-326-7546 (VP). Cancellations made less than two full business days prior to the day of the assignment are subject to being billed by the interpreter(s). See the definition of BUSINESS DAYS, above.

Comm-PASS

Commonwealth Procurement and Solicitation System, discontinued in February 2014.

COMMBUYS

The Commonwealth's fully-automated procurement system mandatory for Executive Branch agencies and available to many other entities across Massachusetts. Vendors, including all participants in the MCD01 contract, must register (at no cost) as users of COMMBUYS. The site URL is <https://www.commbuys.com/bsol/>.

CONSUMER

Any individual who is Hearing, Deaf, DeafBlind, Late-Deafened, or Hard of Hearing and who uses or may use an interpreter.

CONTRACTOR

An interpreter/transliterater on contract with MCDHH.

CORI / CORI CHECK

Criminal Offender Record Information. In accordance with Administration policy, the process of signing new contracts and exercising options to renew existing contracts includes CORI checks in which the Contractor is verified to be free of significant criminal justice history.

DEAFBLIND DIFFERENTIAL

An addition to the interpreter's base hourly rate added in situations when the interpreter provides a method of interpretation requiring ongoing physical contact for the purpose of providing communication access. Such methods include but are not limited to tactile signing, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind differential.

DEPARTMENT

The Massachusetts Commission for the Deaf and Hard of Hearing.

DUAL-CERTIFIED

An interpreter who possesses one of the NIC certifications (NIC, NIC-A, or NIC-M) and one or more of the non-NIC certifications (CI, CT, IC, CDI, etc.).

EFT

Electronic Funds Transfer (EFT) is the expected form of issuing Commonwealth payments to vendors in accordance with the [Commonwealth's Bill Paying Policy and General Payment Policies](#) issued by the Office of the State Comptroller.

INDIVIDUAL CONTRACTOR

An interpreter/transliterater who signs a contract with MCDHH and who also provides the interpreting and/or transliterating services directly. In most cases the Individual Contractor will have W-9 status "individual" or "sole proprietor."

INTERPRETER

An interpreter / transliterator / oral transliterator / CDI / DeafBlind interpreter whose services are contracted by MCDHH or other consumers. When doing assignments referred by MCDHH, the interpreter is an independent contractor and must be either RID certified or MCDHH Approved.

INTERPRETER/CART REFERRAL SERVICE

The statewide work unit of the MCDHH Department of Interpreter/CART Services, established under MGL c6 § 196, which receives requests for interpreters/transliterators and CART Providers, maintain a roster of qualified individuals to whom interpreting and CART Providing assignments can be referred.

INTERPRETER CONTRACT or MCDHH'S INTERPRETER CONTRACT

A shortened name for MCDHH's Contract MCD01, Interpreters and Transliterators for the Deaf and Hard of Hearing, and used interchangeably with the formal longer name.

IRIS

Interpreter Referral Information System, the database management system previously used by MCDHH's Interpreter/CART Referral Service and replaced by Avianco.

LIMITED USER CONTRACT

A contract developed by one Department and available for use by one or more eligible entities. MCD01 is a Limited User Contract. Executive Branch Agencies are incorporated as users without further action required on their parts, and additional entities may request to participate as users of MCD01. See the appropriate sections of this document for elaboration. This term replaces the older "Multi-Department Contract" used under Comm-PASS.

MCD01 AGENCY

A Commonwealth agency or other eligible entity that has taken advantage of the opportunity to join the MCD01 Interpreter Services contract. An updated list of MCD01 agencies may be found within COMMBUYS.

MCDHH

Massachusetts Commission for the Deaf and Hard of Hearing

MCDHH APPROVED COURT/LEGAL INTERPRETER

A freelance or staff interpreter who is deemed qualified by MCDHH to interpret in court and legal proceedings according to MGL c221 § 92A. **Note: Possession of RID SC: L or CLIP-R does not automatically qualify an interpreter. S/he must be interviewed by the Director of the Interpreter/CART Referral Service to determine his/her qualifications to provide court/legal interpreting.**

MCDHH APPROVED INTERPRETER

An interpreter who has participated in the MCDHH Interpreter Screening process and has been approved by the Screening Team.

MEAL BREAK, UNPAID

A legal requirement that, following six hours of work, an individual must take an unpaid break of at least thirty minutes. See the section "Fee Policies" for a discussion of the requirement and its exceptions.

MULTIPLE DEPARTMENT PROCUREMENT / LIMITED DEPARTMENT USER CONTRACT

See "LIMITED USER CONTRACT."

OFFICE OF THE STATE COMPTROLLER or COMPTROLLER'S OFFICE

The agency within the Commonwealth responsible for, among other functions, establishing fiscal and regulatory policies and procedures. An example of a Comptroller's Office policy is the one directing comply with the Commonwealth payment interval policy. Comptroller's Office policies and procedures may be changed during the term of a contract without requiring a contract amendment.

OPERATIONAL SERVICES DIVISION (OSD)

A state agency within the Executive Office for Administration and Finance responsible for, among many other functions, overseeing all statewide contracts. OSD's responsibilities include establishing terms, conditions, policies, and procedures for contracting with agencies of the Commonwealth of Massachusetts. These terms and conditions, policies, and so forth may be changed during the term of the contract without requiring a contract amendment. OSD also runs COMMBUYS, the Commonwealth's enterprise electronic procurement system, and oversees the various Executive Orders that impact procurement such as the Supplier Diversity Program. Contracting forms, informational guidance, and a wealth of other information can be found on OSD's web site, <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>. Since MCD01 is not a statewide contract OSD is not involved in the oversight or administration of this contract.

OTHER COMMONWEALTH AGENCY / NON-MCD01 AGENCY

A Commonwealth agency or entity that has NOT joined the MCD01 contract. Non-MCD01 agencies may use MCDHH's Interpreter/CART Referral Services to place job requests, but interpreters must negotiate their own terms and conditions, including rates, with these agencies.

PAYER

The individual or individual representing the agency or organization that is responsible to pay for the interpreting/transliterating service for a particular assignment.

PMT

Procurement Management Team, a group of individuals representing Commonwealth stakeholders in the contract charged with developing the solicitation, evaluating responses, and managing the subsequent contract including contractor performance. This term has been replaced by **Strategic Sourcing Team, SST**.

PRIVATE ENTITY

A non-governmental organization, company, or individual. Private entities may use MCDHH's Interpreter/CART Referral Service to place job requests, but MCD01 Interpreters must negotiate their own contract terms and conditions, including rates, with private entities.

PROMPT PAYMENT DISCOUNT

An optional discount offered by the bidder or contractor (interpreter) to the agency in exchange for earlier payment of submitted invoices. Examples include a 2% discount for invoices paid within ten days of receipt ("2%/10") and a 1% discount for invoices paid within 20 days of receipt ("1%/20"). The current version of the Commonwealth of Massachusetts Standard Contract Form contains a section in which a contractor can indicate Prompt Pay Discount percentages for payments made within ten, fifteen, twenty, and/or thirty days of invoice receipt by the paying agency. (See "Vendor Payment Schedule") As an example, consider a \$100 invoice. An interpreter offering a 2% discount for invoices paid in 10 days will receive \$98 but will be paid in ten days rather than 45. An interpreter offering a 1% discount for invoices paid within 20 days will receive \$99 and get payment in 20 days rather than 45. Since the interpreter signs up for the prompt payment discount on the contract form, it applies to all MCD01 billings automatically.

REQUESTER

Any individual, agency, or organization requesting interpreter service through the MCDHH Interpreter/CART Referral Services. The Requester is expected to coordinate with the Payer prior to contacting MCDHH's Interpreter/CART Referral Service to ensure that the requested service(s) will be paid for upon receipt of invoice(s).

RID, Inc.

Registry of Interpreters for the Deaf, Inc. A professional membership based national organization of sign language interpreters/transliterators that also administer a national certification system.

RID CERTIFIED INTERPRETER

An interpreter possessing national certification recognized by the Registry of Interpreters for the Deaf, Inc. EIPA certification is recognized in Massachusetts only for interpreting in educational settings

VENDOR PAYMENT SCHEDULE

The period of time between receipt of a vendor's invoice and issuance of payment, established by the Office of the State Comptroller by authority of state finance law MGL Chapter 7A § 5. Agencies/departments are expected to comply with the vendor payment schedule unless vendors/contractors offer prompt payment discounts, in which case agencies/departments are expected to issue payments in a shorter period of time in order to take advantage of the discounts. At the time this document is being prepared (February/March 2015), the Commonwealth's vendor payment period is 45 days.

VENDORWEB

An internet application established and maintained by the Office of the State Comptroller that allows contractors such as interpreters to view their payment history and planned payments from Executive Branch Commonwealth agencies. VendorWeb may be accessed at <https://massfinance.state.ma.us/VendorWeb/VendorInstruction.asp>. VendorWeb allows interpreters to view details of past and future EFT payments; for instance, the specific invoices (agencies and dollar amounts) making up the total dollar amount of each EFT payment to the interpreter.

VIRTUAL GATEWAY

The Commonwealth's web-based system to provide a single entry point to all human services programs. It can be accessed at <http://www.mass.gov/vg>. With the advent of the Avianco system the

Virtual Gateway is no longer used to review available interpreting jobs.

For All Users of the MCD01 Contract: The Department of Interpreter/CART Services

What is the MCDHH Department of Interpreter/CART Services?

The Department of Interpreter/CART Services provides numerous services within MCDHH on behalf of the Commonwealth of Massachusetts, some of which are:

- Managing the Statewide Interpreter/CART Referral Service.
- Providing interpreter services to consumers through use of staff and contract interpreters.
- Purchasing Interpreter and CART services when no other entity is legally mandated to do so.
- Providing Interpreter, Transliterator, and Deaf Interpreter Screening services to approve qualified applicants as appropriate.
- Establishing the standard for fees to be charged by freelance interpreters for state paid assignments.
- Providing interpreter training periodically in response to interpreter feedback and request and in cooperation with the Massachusetts Registry of Interpreters for the Deaf, Inc., the Massachusetts State Association for the Deaf, Western Massachusetts Association of the Deaf and Hearing Impaired, Hearing Loss Association of America, Association of Late-Deafened Adults, and/or other community organizations and professional associations.
- Providing CART training in cooperation with the Massachusetts Court Reporters Association and approve qualified applicants as CART Providers to receive referrals from MCDHH and to be paid for MCDHH-paid assignments.
- Providing advocacy to agencies, businesses and consumers regarding interpreter and CART services and related policies.
- Providing consultation and training to agencies, businesses and consumers regarding interpreter and CART services and related policies via the telephone or referral to the CATTs (Communication Access, Training and Technology Services) Department for 'on-site' trainings.
- Providing consultation, technical assistance and recommended standards of qualification for working Interpreters/Transl iterators.
- Providing consultation on interpreting or CART arrangements in educational settings, and at conferences, hearings and similar events.
- Providing advocacy on behalf of consumers and interpreters on communication access and billing issues.
- Engaging in activities to increase the available pool of qualified interpreters and CART Providers in-state.

The Department of Interpreter/CART Services is located at the administrative office of the Commission in Boston and serves as the central point of contact for the entire Commonwealth of Massachusetts.

The Department of Interpreter/CART Services also provides communication access for MCDHH employees in accordance with the Americans with Disabilities Act (ADA).

For All Users of the MCD01 Contract: The Interpreter/CART Referral Service

What is the MCDHH Statewide Interpreter/CART Referral Service?

One of the most important functions of the MCDHH is the statewide Interpreter/Transliterator and CART Referral Service. MCDHH provides referral services to meet the diverse communication needs of Deaf, Oral Deaf, Late-Deafened, DeafBlind, and Hard of Hearing people in a variety of settings including medical, mental health, and legal. Although MCDHH employs staff interpreters, the majority of requests are filled by freelance Interpreters/Translilitators on contract. All CART requests are filled by freelance CART Providers.

The Interpreters/Translilitators referred by MCDHH are either certified by the Registry of Interpreters for the Deaf, Inc. (RID), a nationally based professional organization, or MCDHH Approved. All Interpreters/Translilitators are required to adhere to a strict code of ethics established by RID. CART Providers enter the profession through a variety of routes and, at present, have no single certifying body. Regardless of professional path, CART Providers are approved by MCDHH and are required to adhere to strict standards of professional conduct.

Who uses the Interpreter/CART Referral Service?

- Requesters (person or entities who are paying for the service).
- Consumers (Deaf, Hearing, Hard of Hearing, Late-Deafened, DeafBlind, etc).
- Providers of services (Interpreters/Translilitators and CART Providers).

What are the working hours of the Interpreter/CART Referral Service?

Referral Specialists work from 8:45 am to 5:00 pm every day that is a business day for the Commonwealth of Massachusetts in Suffolk County.

Is there an After Hours Emergency Interpreter/CART Referral Service?

Yes. The After Hours Emergency Interpreter/CART Referral Service accepts **only** legal requests.

Does the After Hours Emergency Interpreter/CART Referral Service perform any other services?

The After Hours Emergency Interpreter/CART Referral Service maintains a list of interpreters willing to go to hospitals after hours should an emergency arise. The Service accepts calls from hospitals and gives them the names of on-call interpreters in their areas. Interpreters make themselves available for this service on a voluntary basis; there is no additional stipend for participation.

Who should make a request for an Interpreter/Translilitator or CART Provider?

Deaf, Hard of Hearing, DeafBlind, Late-Deafened and Hearing individuals representing a group or agency such as non-profit organizations, schools, employers and businesses are all consumers of Interpreter/Translilitator or CART Provider services. The request for this service must come from the court, private doctor, individual or agency responsible for **paying** for the service.

An interpreter request constitutes a commitment to pay for the services that are requested.

How and where can the requester make a request?

- **Place a request online through Avianco.** This is the preferred method. The online form may be found at <https://m.mcdhh.net/request/>
- **Place a request by fax.** The form to use for a fax request may be found at <http://www.mass.gov/eohhs/docs/mcdhh/forms/interpreter-cart-request-fax-form.pdf>
- **Place a request by phone.** Call the Interpreter/CART Referral Service at 617-740-1600 voice / 617-740-1700 TTY / 617-326-7546 VP for non-emergency requests between 8:45 a.m. and 5:00 p.m. during Commonwealth of Massachusetts business days
- **Place an emergency legal request 24 hours a day, 7 days a week.** Call the Interpreter/CART Referral Service at 800-249-9949 voice/TTY.

How far in advance should requests be placed?

Except for emergency mental health, medical and legal requests, no assignments are accepted with less than three business days' advance notice. Requesters are advised that requests need to be placed as early as possible, because freelance interpreters / transliterators / CART Providers often fill their schedules up to three months in advance. Every attempt will be made to fill requests; however, all requests are subject to the availability of interpreters / transliterators / CART Providers. Priority will be given to those requests involving urgent mental health, medical and legal matters. Generally, MCDHH will notify the contact person as soon as an interpreter has been booked. A one-week notification period will be used for requests for conferences, certain meetings, and other events for which rescheduling is difficult or impossible. MCDHH will continue looking for interpreters / CART Providers until two business days prior to the assignment, giving the requester a two business-day notification if the job is unfilled unless otherwise stated.

Can consumers give feedback about the interpreters, transliterators or CART Provider? Can Requesters, Payers, or interpreters provide feedback about the Interpreter/CART Referral Service?

Yes, we welcome and encourage feedback. Information will be shared internally and with the specific individual as appropriate. Names will not be used without the consumers' permission. Feedback may be provided by e-mail to the Director at dianne.shearer@state.ma.us. Individuals preferring to use an online form for submission of feedback may find one at <http://www.mass.gov/eohhs/gov/departments/mcdhh/programs/cart/cart-interpreter-feedback.html>.

For All Users of the MCD01 Contract: Staffing of the Interpreter/CART Referral Service

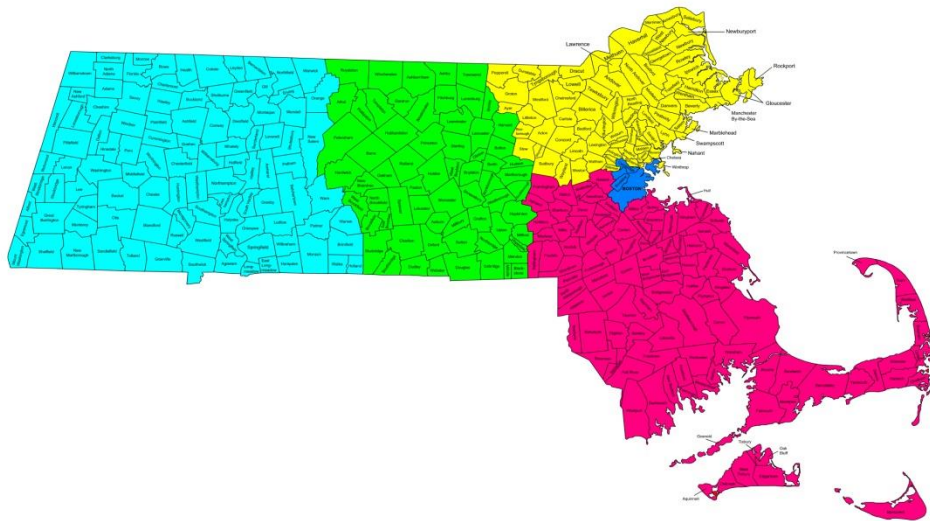
Staffing of the Interpreter/CART Referral Service

The Interpreter/CART Referral Service Supervisor oversees the Interpreter/CART Referral Service and reports directly to the Director of the Department of Interpreter/CART Services. When fully staffed, there are two Intake Specialists and seven regional Referral Specialists.

Intake Specialists handle all incoming requests and once the needed information has been compiled they assign each request to a Referral Specialist. Interpreter/Transliterator and CART requests are divided into geographical areas of the state and specialties with a Referral Specialist assigned to each area or specialties.

The areas/specialties are:

- Boston/Metro – Medical
- Boston/Metro – General
- Western Mass
- Statewide Court/Legal
- Central Mass and Statewide CART
- Northeastern Mass
- Southeastern Mass and Cape Cod



Legislative Authority

In December 1985, the passage of Chapter 716 of the Acts of 1985, established the Commission for the Deaf and Hard of Hearing. The specific section of the Law, M.G.L. Chapter 6 § 196 (see the appendix for the full law) mandating a statewide Interpreter/CART Referral Service reads as follows:

“The Commission shall maintain and coordinate a statewide Interpreter Referral Service for use by any public and private agencies and individuals for any situation including emergencies.”

MCDHH is authorized to conduct the Contract Interpreter procurement for all Executive Branch agencies by Code of Massachusetts Regulation pursuant to; MGL 112 CMR 3.00: Commission for the Deaf and Hard of Hearing: Procedures and structures for the provision of Interpreter for the Deaf and Hard of Hearing by state agencies. Thus MCDHH is responsible to establish qualifications and standards for Interpreters/Translators who provide services to Deaf, Oral Deaf, Late-Deafened, DeafBlind, and/or Hard of Hearing individuals in a variety of settings.

Mandatory and Exclusive Use of the MCD01 Contract by Executive Branch Agencies

In March 2012 a Policy Initiative, “**Quality Assurance Policy for ASL Interpreter and CART Services,**” was adopted by the Executive Office of Health and Human Services on behalf of the Executive Branch of the Commonwealth of Massachusetts mandating all Executive Branch agencies to obtain communication access services exclusively through MCDHH’s Interpreter/CART Referral Service. The Policy Initiative contains the following statement:

The Code of Massachusetts Regulations, 112 CMR 3.00, establishes structures and procedures for the provision and purchase of interpreter services for the Deaf and Hard of Hearing by state agencies. The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH, or the Commission) Interpreter/CART Referral Service is designated by statute, MGL c. 6 sec. 196, as the central point for state agencies to obtain services of interpreters for the Deaf and Hard of Hearing constituents [112 CMR 3.02(2)]. The Commission is authorized to establish and maintain standards of quality for interpreters, and Executive Branch agencies are accordingly expected to obtain both general and specialized interpreter and CART services exclusively from contracts administered by MCDHH (MCD01[interpreter], MCD03 [CART] and successor contracts). The Legislative Branch, the Constitutional Offices, the Public Institutions of Higher Education, and Independent Public Authorities are excluded from mandatory compliance but may voluntarily obtain both general and specialized interpreter and CART services from contracts administered by MCDHH.

MCDHH is the central point of contact for state agencies to obtain qualified American Sign Language (ASL) Interpreters and Communication Access Real Time Translation (CART) services. MCDHH establishes standardized credentials and compensation rates for ASL interpreting and CART services.

Effective communication access can only be assured when the specific communication needs of an individual are matched with a qualified interpreter in possession of the knowledge and skills necessary to meet that individual’s needs. The MCDHH Interpreter/CART Referral Service knows the particular needs of the people it serves and the expertise of each of the interpreters and CART providers contained in the Interpreter/CART Referral Service roster.

For the protection of Deaf, Hard of Hearing, and DeafBlind constituents as well as agency personnel and others involved in service delivery, all Executive Branch agencies are to obtain ASL interpreter and CART services exclusively from the procurement contracts MCD01 (interpreters), MCD03 (CART Services) and any subsequent contracts for these services administered by MCDHH.

List of Executive Branch Agencies

The following list, published by the Office of the State Comptroller and accurate as of November 2014, identifies all Executive Branch agencies. In accordance with the March 2012 Policy Initiative, **“Quality Assurance Policy for ASL Interpreter and CART Services,”** adopted by the Executive Office of Health and Human Services on behalf of the Executive Branch of the Commonwealth of Massachusetts, Executive Branch agencies are mandated to obtain communication access services exclusively through MCDHH’s Interpreter/CART Referral Service. These agencies ***need not take any further action to participate in MCDHH’s communication access contracts MCD01 for Interpreter Services or MCD03 for CART Services (or successor agreements).*** The exception is Public Institutions of Higher Education, which may voluntarily obtain both general and specialized interpreter and CART services from contracts administered by MCDHH.

As noted in the first paragraph of the **“Quality Assurance Policy for ASL Interpreter and CART Services”** in the preceding section, Public Institutions of Higher Education are excluded from mandatory excluded from mandatory compliance but may voluntarily obtain both general and specialized interpreter and CART services from contracts administered by MCDHH.

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
ANF	ADD	1000	Developmental Disabilities Council
ANF	ALA	1376	Division of Administrative Law Appeals
ANF	ANF	1003	Executive Office for Administration and Finance
ANF	ATB	1004	Appellate Tax Board
ANF	BSB	1009	Bureau of State Office Buildings
ANF	CSC	1385	Civil Service Commission
ANF	DCP	1019	Division of Capital Asset Management
ANF	DOR	1028	Department of Revenue
ANF	GIC	1049	Group Insurance Commission
ANF	HPC	1055	Health Policy Commission Board
ANF	HRD	1056	Human Resources Division
ANF	ITD	1060	Massachusetts Office of Information Technology
ANF	LIB	1061	George Finegold Library
ANF	OHA	1077	Massachusetts Office on Disability
ANF	OSD	1080	Operational Services Division
ANF	PER	1082	Public Employee Retirement Administration
ANF	TRB	1106	Massachusetts Teachers' Retirement System
DOT	DOT	1030	Massachusetts Department of Transportation
EDU	BCC	1005	Berkshire Community College
EDU	BHC	1006	Bunker Hill Community College
EDU	BRC	1381	Bristol Community College
EDU	BSC	1010	Bridgewater State University
EDU	CCC	1373	Cape Cod Community College
EDU	DOE	1026	Department of Elementary and Secondary Education
EDU	EDU	1036	Executive Office of Education
EDU	EEC	1037	Department of Early Education and Care
EDU	FRC	1047	Framingham State University

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
EDU	FSC	1048	Fitchburg State University
EDU	GCC	1389	Greenfield Community College
EDU	HCC	1051	Holyoke Community College
EDU	MAS	1063	Massasoit Community College
EDU	MBC	1064	Mass Bay Community College
EDU	MCA	1207	Massachusetts College of Art & Design
EDU	MCC	1066	Middlesex Community College
EDU	MMA	1070	Massachusetts Maritime Academy
EDU	MWC	1072	Mount Wachusett Community College
EDU	NAC	1396	Massachusetts College of Liberal Arts
EDU	NEC	1073	Northern Essex Community College
EDU	NSC	1075	North Shore Community College
EDU	QCC	1085	Quinsigamond Community College
EDU	RCC	1086	Roxbury Community College
EDU	RGT	1088	Department of Higher Education
EDU	SSA	1103	Salem State University
EDU	STC	1104	Springfield Technical Community College
EDU	UMS	1109	University of Massachusetts System
EDU	WOR	1113	Worcester State University
EDU	WSC	1114	Westfield State University
EED	DOB	1024	Division of Banks
EED	DOI	1027	Division of Insurance
EED	DOS	1029	Division of Standards
EED	EED	1038	Executive Office of Housing and Economic Development
EED	MMP	1395	Massachusetts Marketing Partnership
EED	OCD	1076	Department of Housing and Community Development
EED	REG	1087	Division of Professional Licensure
EED	SCA	1090	Office of Consumer Affairs and Business Regulation
EED	SEA	N/A	Department of Business Development
EED	TAC	1105	Department of Telecommunications and Cable
EHS	CHE	1368	Soldier's Home Massachusetts
EHS	DMH	1022	Department of Mental Health
EHS	DMR	1023	Department of Developmental Services
EHS	DPH	1031	Department of Public Health
EHS	DSS	1034	Department of Children and Families
EHS	DYS	1035	Department of Youth Services
EHS	EHS	1039	Executive Office of Health and Human Services
EHS	ELD	1040	Executive Office of Elder Affairs
EHS	HLY	1053	Soldiers' Home, Holyoke
EHS	MCB	1065	Massachusetts Commission for the Blind
EHS	MCD	1067	Commission for the Deaf and Hard of Hearing
EHS	MRC	1071	Massachusetts Rehabilitation Commission
EHS	ORI	1078	Office for Refugees and Immigrants
EHS	VET	1110	Department of Veterans Services
EHS	WEL	1112	Department of Transitional Assistance

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
ENV	AGR	1002	Department of Agricultural Resources
ENV	DCR	1020	Department of Conservation and Recreation
ENV	DPU	1033	Department of Public Utilities
ENV	ENE	1041	Department of Energy Resources
ENV	ENV	1042	Executive Office of Energy and Environmental Affairs
ENV	EQE	1045	Department of Environmental Protection
ENV	FWE	1046	Department of Fish and Game
ENV	SRB	1102	State Reclamation Board
EOL	EOL	1043	Executive Office of Labor and Workforce Development
EPS	CDA	N/A	Emergency Management Agency
EPS	CHS	1014	Department of Criminal Justice Information Services
EPS	CJT	1015	Municipal Police Training Committee
EPS	CME	1016	Chief Medical Examiner
EPS	DFS	1021	Department of Fire Services
EPS	DOC	1025	Department of Correction
EPS	DPS	1032	Department of Public Safety
EPS	EPS	1044	Executive Office of Public Safety & Homeland Security
EPS	MIL	1069	Military Division
EPS	PAR	1081	Parole Board
EPS	POL	1084	Department of State Police
EPS	SOR	1101	Sex Offenders' Registry

USE OF MCD01 CONTRACT BY OTHER COMMONWEALTH AGENCIES AND ENTITIES

In addition to Executive Branch agencies, the MCD01 contract is available for use by defined agencies and eligible entities upon request. These eligible entities are:

1. Cities, towns, districts, counties and other political subdivisions;
2. Executive, Legislative and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies;
4. Local public libraries, public school districts and charter schools;
5. Public hospitals owned by the Commonwealth;
6. Public institutions of higher education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth; and
9. Other entities when designated in writing by the State Purchasing Agent.

Commonwealth agencies and other entities listed above wishing to participate in contract MCD01 must request and receive the permission of MCDHH to do so. An individual ***authorized to make binding contractual agreements on behalf of the agency or entity*** should send an e-mail to the Procurement and Contracting Manager of MCDHH at jane.sokol.shulman@state.ma.us indicating that the agency or entity agrees to abide by the terms and conditions set forth in this document and requesting participation in contract MCD01.

Using MCDHH's Interpreter/CART Referral Service and the MCD01 Contract

Requesters place job requests with MCDHH's Interpreter/CART Referral Service. Some but not all of these requesters represent Commonwealth agency participants on the MCD01 contract. The following table summarizes the types of requesters using MCDHH's Interpreter/CART Referral Service and their obligations relative to the MCD01 contract:

Requester	Able to Use MCDHH's Referral Service?	Uses MCD01 Contract?	Uses MCDHH-Designed Billing Form?*
MCDHH	Required	Yes	Yes
Executive Branch agency	Required	Yes	Check with agency regarding requirements for billing form / format
Other Commonwealth agency	Yes	May, upon prior request to MCDHH	Check with agency regarding requirements for billing form / format
Other Commonwealth agency	Yes	If agency opted not to participate in MCD01, terms and conditions, including rates, are negotiated between Interpreter and Payer	Check with agency regarding requirements for billing form / format
Private entity	Yes	No – terms and conditions, including rates, are negotiated between Interpreter and Payer	N/A

*MCDHH offers three standard billing forms for MCDHH-paid assignments, as noted in the section "After the Assignment." These forms appear in the "For Reference" section of this document and are available in MS Word format in the "Attachment" section of the COMMBUYS posting of Contract MCD01 as well as on MCDHH's web site (<http://www.mass.gov/mcdhh>) in the section devoted to the Interpreter Contract. The MS Word format allows MCD01 agencies to tailor and customize the form(s) as appropriate for their own use.

**At the time this document is being updated for the FY'16 to FY'18 renewal period, COMMBUYS is in the early stages of rolling out Phase II. Phase II involves integration with the Commonwealth's MMARS accounting system and significant upgrades in the accounting, finance, and electronic payment functionalities. It is not yet known how Phase II policies and procedures will impact the payment process for MCD01 interpreters. For example, some or all invoice submissions may be wholly electronic, rendering these invoice forms obsolete. MCDHH will provide information and guidance to MCD01 stakeholders when information is available.

**Agencies participating in the MCD01 contract may be found on the COMMBUYS listing for the MCD01 contract. The list includes Executive Branch agencies plus any other agencies that have requested MCDHH's permission to participate in the MCD01 contract.

Any interpreter desiring access to job requests from any of the requester categories in the above table must participate in the MCD01 contract.

Structure and Function of the Interpreter Contract

The MCDHH establishes and maintains a Contract for Interpreters and Transliterators for the Deaf and Hard of Hearing, informally known as the “Interpreter Contract.” Interpreter enrollment in the contract is on a rolling basis in that qualified interpreters and transliterators may be added at any time.

MCDHH is the lead agency developing this contract on behalf of a number of Commonwealth agencies. Prior to the FY’10 contract, the Interpreter Contract was structured as a “Statewide Contract,” that is, a collaborative effort between MCDHH and the Operational Services Division (OSD) of the Executive Office for Administration and Finance. Because OSD’s regulations for Statewide Contracts contained a number of policies that were not aligned with the interests of maintaining ready access to interpreter services by Commonwealth agencies and other users of the Interpreter Contract, MCDHH and OSD agreed that a different contract structure would better serve stakeholders’ needs. Starting with the FY’10 contract, the agreement no longer involves OSD. The type of contract is called a “Multi-Department Procurement / Limited User Agreement.” Despite this unwieldy name, the contract will function **exactly the same** as it did in prior years. Any Commonwealth agency may use this contract simply by making a request to do so with the Contract Manager, Jane Sokol Shulman, at MCDHH. E-mail requests to jane.sokol.shulman@state.ma.us.

The functions of the Interpreter Contract are as follows:

- To allow individual Interpreters/Transliterators to be on the MCDHH roster of Interpreters/Transliterators for referral to assignments by the Interpreter/CART Referral Service for both state and private assignments;
- To allow MCDHH and other state entities to pay Interpreters/Transliterators who are covered by the Interpreter Contract;
- To eliminate the need for other state entities to establish their own individual contracts with each Interpreter/Transliterators whom the entity might possibly need to use by providing a single contract that any state entity can utilize; and
- To enable MCDHH to fulfill its statutory mandate for maintaining quality of services.

Cost of Interpreter/CART Referral Service:

- There is no cost to the Interpreter/Transliterators for accepting assignments through the MCDHH Interpreter/CART Referral Service or to the requester for requesting services through the MCDHH Interpreter/CART Referral Service. The referral of Interpreters/Transliterators is provided free of charge.

Requirement for using the Interpreter/CART Referral Service:

- The Interpreter/Transliterators must complete appropriate contract and Referral Services documents; and
- The Interpreter/Transliterators must complete a personal interview if new to the contract.

For All Users of the MCD01 Contract: What Is Included In MCDHH's Interpreter Contract

Contract MCD01: Interpreters and Translators for the Deaf and Hard of Hearing incorporates a number of provisions, terms and conditions by reference. These include:

- Commonwealth of Massachusetts Standard Contract Form - in addition to the definitions for the fields of the contract form and instructions on how to complete it. These four pages contain a number of important legal references including Executive Orders that contractors must follow. The form may be found at <http://www.mass.gov/osc/docs/forms/contracts/standard-contract-fm.doc>
- Commonwealth Terms & Conditions - general guidelines governing the purchase of goods or services by the Commonwealth from any contractor, filed once and applying to all contracts (except those for Human and Social Services, which uses a modified version of the Terms & Conditions form) an individual or business holds with the Commonwealth. The form is included in this ZIP file: <http://www.mass.gov/anf/docs/osd/forms/all-standard-forms-for-commbuys-libraries.zip>
- RFR Required Specifications - basic contracting provisions that Operational Services Division requires all contractors and contracting agencies follow. These provisions, set forth in five pages, include use of COMMBUYS, the Supplier Diversity Program, and prompt payment discounts. This form is located at <http://www.mass.gov/anf/docs/osd/forms/req-specs.docx>
- Terms, conditions, policies and procedures included in this document

MCD01 contract participants with questions about any of these documents are encouraged to contact MCDHH's Procurement & Contracting Manager at jane.sokol.shulman@state.ma.us.

For Interpreters and Transliterators: How to Join MCD01, the Limited User Contract for Interpreters and Transliterators for the Deaf and Hard of Hearing

Skilled interpreters and transliterators who are not nationally certified should contact the Screening Coordinator at MCDHH when they believe they are ready to accept and perform interpreting jobs on a freelance basis. The sequence of events is as follows:

1. The individual should join RID.
2. Interpreters and transliterators who are not RID-certified or NAD-certified at Level III or above must undergo MCDHH screening; screening is waived for RID-certified interpreters and transliterators or individuals who are NAD-certified at Level III or above. The individual undergoes the interview portion of the interpreter screening process first.
3. If the individual passes the interview portion of the screening, he/she undergoes the performance portion of the screening process.
4. If the individual passes the performance portion of the screening process, he/she will be given an MCD01 contract to sign. He/she will be invited to meet with the Director, Department for Interpreter/CART Services or her/his designee for an informational meeting.
5. Once the contract is executed, he/she will become eligible for job referrals through the Interpreter/CART Referral Service. The individual will also have four years to become nationally certified by RID.
6. If the screened interpreter does NOT become nationally certified in four years, he/she may opt to re-take the performance portion of the MCDHH screening process. If he/she passes, he/she will be granted another four years to become nationally certified. If he/she does not pass, he/she will no longer be eligible to receive job referrals from the Interpreter/CART Referral Service.
7. If the individual is not able to become nationally certified after eight years, his/her MCD01 contract will be rescinded and invalidated.
8. If the interpreter becomes nationally certified at some point in the future, she/he may apply to have her/his MCDHH contract re-activated.

A nationally-certified interpreter wishing to join MCDHH's interpreter contract is exempt from the screening requirement but must contact the Interpreter/CART Referral Service for a personal meeting and orientation.

Contacting MCDHH's Screening Coordinator:

Interested individuals may contact the Screening Coordinator by US Mail at:

Screening Coordinator
MA Commission for the Deaf and Hard of Hearing
600 Washington Street
Boston, MA 02111

Individuals may also call 617-740-1600 (voice), 617-740-1700 (TTY), or 617-326-7546 (VP), or e-mail to janice.cagan-teuber@massmail.state.ma.us.

RID Certification:

For information about RID certification, renewals, and related information, contact:

Registry of Interpreters for the Deaf, Inc.
333 Commerce Street
Alexandria, VA 22314
703-838-0030 Voice, 703-838-0459 TTY
703-838-0454 Fax
<http://www.rid.org>

National RID certification is valid only if the holder is a current dues-paying member of RID, Inc., or currently pays a RID certification maintenance fee. Copies of the most recent certification and proof of current RID membership or payment of RID, Inc. certification maintenance fee and copy of RID written examination must be on file with the Department of Interpreter/CART Services. Failure to maintain required CEUs would result in loss of certification. This means the formerly RID certified interpreter/transliterators will have to become screened by MCDHH or go through the re-certification process at RID, Inc. in order to be reinstated on the Interpreter Contract and be eligible for referrals.

About MCDHH Interpreter/Transliterators Screening:

- 1) Non-certified hearing and Deaf Interpreters seeking referrals from MCDHH must be approved by the MCDHH Interpreter Screening Team and complete the Interpreter Contract forms before any referrals will be made. Interpreter screenings are offered 8 to 12 times per year from September through June.
- 2) The MCDHH Interpreter Screening approves non-certified hearing and Deaf Interpreters for sign language interpretation and transliteration.
- 3) MCDHH recognizes that MCDHH Approved Interpreters/Transliterators, while they may not possess the skill level necessary to receive RID certification, may be appropriate for limited referrals at the entry level. Therefore, MCDHH Approved Interpreters/Transliterators will receive referrals from the MCDHH Interpreter/CART Referral Service according to their screening approval and the nature of the assignment.
- 4) MCDHH Approval for Interpreters/Transliterators is good for four years.
- 5) *Screened interpreters working under MCD01 or its successor Interpreter Contracts must join RID's Associate Continuing Education Tracking (ACET) program and earn 1.2 CEUs (12 hours) of training or mentoring per year.*
- 6) ***An interpreter may only be screened for two four-year periods, for a maximum of eight years, at which point if national RID certification has not been attained, the interpreter's contract will be void. Bookings through MCDHH's Interpreter/CART Referral Service will terminate and any jobs scheduled for after the contract void date will be cancelled.***

Interpreters holding national certification from RID, Inc. are eligible to be placed on the Interpreter/CART Referral Service roster after completing the interpreter contract process and meeting with the Director of Interpreter/CART Services or with his/her designee for an interview and orientation to the Interpreter/CART Referral Service.

The MCDHH Interpreter Screening Team must approve interpreters having no national certification before being eligible for an interpreter contract and being placed on the roster. As noted above in point 5), MCDHH Approved Interpreters/Transliterators are required to acquire further interpreter training and/or experience to obtain RID certification.

Interpreters/Transliterators are encouraged to be actively involved with professional interpreter organizations and to both maintain and improve their skills through continuing education and in-service trainings.

Continuous membership in RID is required for all interpreters on the Interpreter Contract. Interpreters must supply annual proof of membership renewal.

Reciprocity:

MCDHH does not honor reciprocity of other state screening/quality assurance/exams. As of July 1, 2007, MCDHH recognizes National Association of the Deaf (NAD) certification.

For Interpreters and Transliterators: COMMBUYS Registration Requirement

On March 24, 2014 the Operational Services Division (OSD) launched COMMBUYS, a state-of-the-art electronic Market Center to support online commerce between government purchasers and business. OSD's plan is to implement COMMBUYS in three phases. When completely rolled out this system will be fully integrated with MMARS, the Commonwealth's financial accounting and payment system. There will also be a robust reporting capability (Phase III).

At the time this document is being updated for the FY'16 to FY'18 renewal period, COMMBUYS is in the early stages of rolling out Phase II. Phase II involves integration with the Commonwealth's MMARS accounting system and significant upgrades in the accounting, finance, and electronic payment functionalities. It is not yet known completely how Phase II policies and procedures will impact the payment process for MCD01 interpreters. For example, some or all invoice submissions may be wholly electronic, rendering these invoice forms obsolete. ***It IS accurate to say that MCD01 interpreters will need to be registered on COMMBUYS in order to receive payment by Executive Branch agencies.***

As part of the system enhancement, ***all individuals and businesses holding contracts with Executive Branch agencies are required to register as vendors on COMMBUYS.*** This is a "once-and-done" process; in other words, once you register on COMMBUYS you do not have to do so again no matter how many other Commonwealth contracts you seek to join. You will need to maintain your COMMBUYS vendor registration and update it from time to time (see below).

Registration does require a little patience as well as a broadband internet connection. OSD offers a variety of informational resources to help. A captioned video based on a PowerPoint presentation may be found at <https://www.youtube.com/watch?v=mWMLx4UgHtQ&list=PL247E2162C4B2F10A&index=2>. A more conventional Job Aid, featuring screen shots with explanatory text, is here: <http://www.mass.gov/anf/docs/osd/commbuys/vendor-registration.pdf>.

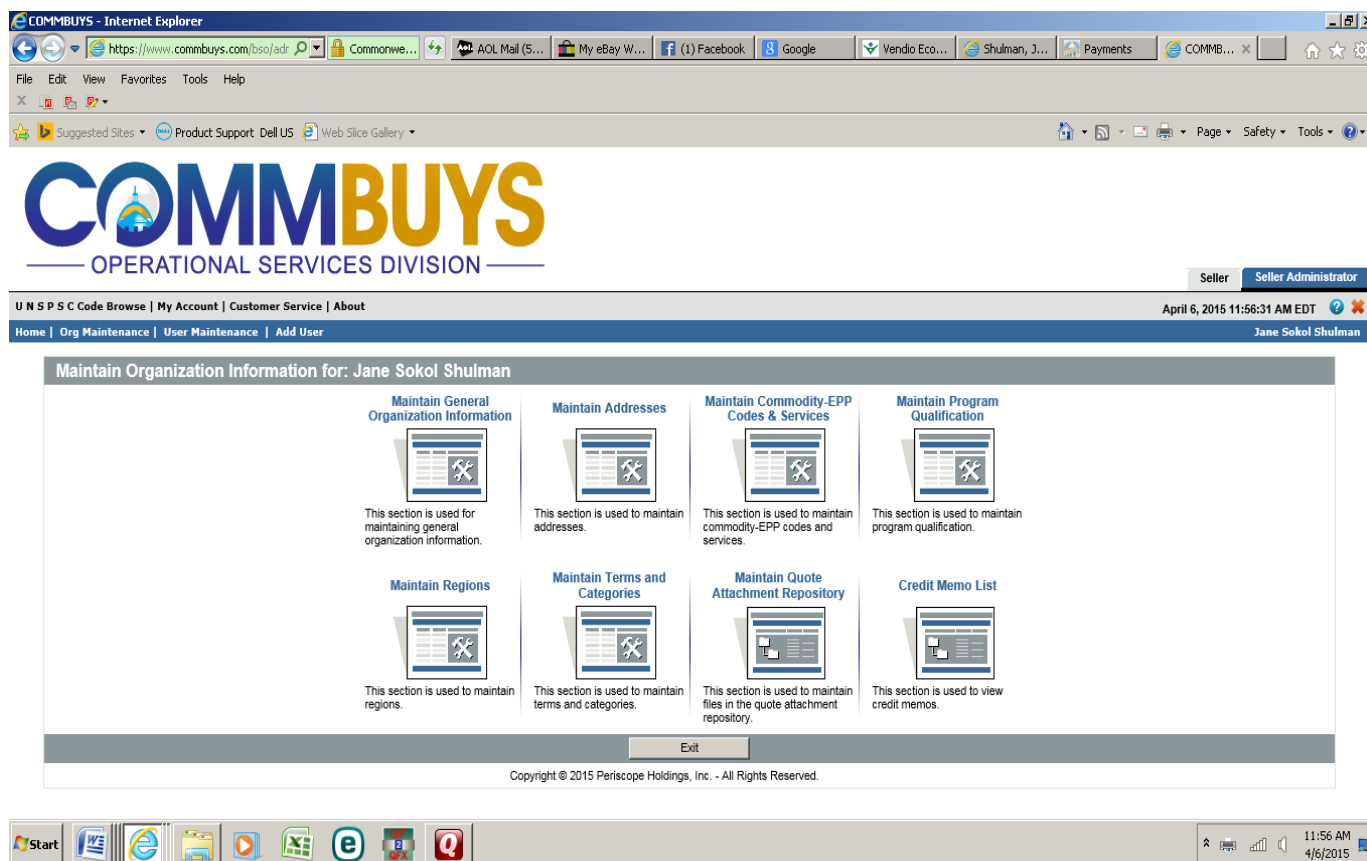
Some of the other resources provided by OSD for COMMBUYS vendor registration are as follows:

- [COMMBUYS registration guidance](#)
- [COMMBUYS registration webcast](#)
- [COMMBUYS registration job aid](#)
- [COMMBUYS Resource Center](#) materials: webcasts, job aids, and user tips
- [Free seller training classes and webinars](#)

Once registered on COMMBUYS, individuals are responsible for maintaining their vendor registrations. There are two types of updates and/or modifications you are likely to make as time goes on.

- Changing/updating your address, e-mail address, and related information
- Adding additional commodity codes to tell the system what areas in which you are interested in receiving information about bid opportunities and possible contracts

You can make adjustments in both these areas by logging into COMMBUYS, clicking on the "Seller Administration" rectangle at the upper far right, and then clicking on the "Maintain Organization Information" icon. That will bring you to a screen like this:



COMMBUYS relies on a system of commodity codes based on the United Nations Standard Products and Services Code (UNSPSC). All participants in the MCD01 contract **must** sign up for the following commodity code:

The UNSPSC for Interpreters and Transliterators for the
Deaf and Hard of Hearing is:
82-11-20, In Person Language Interpretation Services.

Individuals needing assistance with the COMMBUYS vendor registration process are encouraged to contact the COMMBUYS Help Desk at commbuys@state.ma.us or 1-888-627-8283 (voice).

Qualifications for Court/Legal Interpreters

Massachusetts General Law (MGL Chapter 221 § 92A) requires the Massachusetts Commission for the Deaf and Hard of Hearing to “coordinate all requests for qualified interpreters...” for court and legal related cases (taken from MGL Chapter 221: Section 92A, paragraph beginning “Qualified Interpreter”). For this reason, MCDHH determines whether or not an interpreter is “qualified”. In determining qualification for such assignments, MCDHH uses the following credential, training and experience review and criteria as a first step, in determining if an interpreter is qualified to be considered for court/legal referrals:

- 1) National RID, Inc. certification required, Specialist Certificate: Legal (SC: L) or Conditional Legal Interpreting-Relay (CLIP-R) preferred;
- 2) Graduation from an Interpreter Training Program (preferably 2 – 4 year Associate or Bachelor Degree Program);
- 3) Minimum of 5 years of interpreting experience required following attainment of dual certification with CI/CT or NIC; and
- 4) Completion of a specialized, intensive, legal interpreting training, mentoring and documentation of successful experiences in court/legal interpreting.

A panel will then interview each potential court/legal interpreter to further determine skills. The panel will consist of three of the following: Director of Interpreter/CART Services, Referral Supervisor, Interpreter Supervisor, MCDHH Legal Interpreters or Contractors, or the Court/Legal Referral Specialist. The Court/Legal Referral Specialist then “qualifies” an interpreter for each specific assignment/case considering the type of assignment (legal, administrative process, civil court, criminal court, etc.), the seriousness of the court case, the communication needs of the Deaf party, and the expertise and skill of the interpreter.

Because a large portion of legal situations including, but not limited to, attorney-client meetings, child abuse investigations, all police situations, MRC hearings, etc., could potentially lead to or affect a court case, it is the policy of MCDHH to refer only “qualified” legal interpreters to such legal and court-related assignments.

For Providers of Interpreter and Transliterater Services: Pilot Methodologies

In recognition of the rapidly evolving nature of the field of interpretation and in further recognition that demand for sign language services significantly exceeds supply, MCDHH is open to novel ways of providing **quality** sign language services, with or without the use of technology as an adjunct, on a pilot basis.

In her 2009 "Welcome from the Commissioner" letter published in the FY'10 version of this document, Commissioner Heidi L. Reed wrote:

We are beginning the first year of a contract whose maximum anticipated duration is nine years. Much can change in nine years.... The field of interpreting itself may undergo changes in the next nine years.... Already in Massachusetts we have seen the growth of video-based interpreting. The next nine years will see an evolution and possibly a crystallization of a business relationship between video-based services and MCDHH. Other technologies may develop as well, and we at MCDHH will be not only in the policy forefront but in the implementation forefront, maintaining our role as the leading agency to which other states look for guidance and a role-model.

In order to take advantage of technological advances as promptly as possible we are allowing practitioners of new technology interpreting methods to join MCD01 on a pilot basis at any point in time during the term of the contract including any and all options to renew providing they meet the following criteria:

- Meet the certification and screening requirements for MCD01 participation described elsewhere in this document; and
- Agree to adhere to the NAD/RID Code of Professional Conduct contained in this document.

Individuals believing they can provide sign language services (English to ASL and vice versa; transliteration; trilingual; CDI; or another form of manually coded language) should send a proposal to:

Director, Department for Interpreter Services
MCDHH
600 Washington Street
Boston, MA 02111

The proposal should describe the service(s) she/he would provide, her/his qualifications to provide that service, and any additional information deemed relevant. The Director, Department for Interpreter Services and the Procurement and Contracting Manager will evaluate the proposal. Appropriate next steps will be taken, which may include one or more auditions of the service(s) being proposed at no cost to MCDHH.

If successful, we will then negotiate pilot performance terms and a rate structure consistent with both overall MCD01 rates and the Commonwealth of Massachusetts's criterion of "best value."

Any pilot contracts will remain in effect for one year or until the next MCD01 renewal, whichever is longer, unless performance under MCDHH's Quality Assurance Program indicates that the pilot methodology does not meet our standards, in which case the contract will be terminated. If a pilot contract is terminated for performance reasons, the contract holder may not reapply for at least eighteen months and must show compelling proof of improved performance for MCDHH to reconsider the application.

For Interpreters, Requesters and Consumers: Communicating Basic Information with the Interpreter/CART Referral Service

The Avianco data management system now in use by MCDHH's Interpreter/CART Referral Service contains a powerful feature allowing Interpreter/CART Referral Specialists to make knowledgeable and effective job assignments when requests are made. To take fullest advantage of this capability, all participants in the communication event must maintain accurate and up-to-date **profiles**.

Interpreters: The starting point of the interpreter profile is the Interpreter Data Sheet. Interpreters should keep a copy of their most recently submitted form, review it periodically, and contact the Interpreter/CART Referral Service if information in that form changes. The Interpreter Data Sheet is included in the back of this document in the "For Reference" section.

Interpreters must report to the Department of Interpreter/CART Services any change of status such as:

- Address;
- Telephone, TTY, fax, videophone, or e-mail address;
- Name, such as through marriage or divorce;
- W-9 status;
- Change from using Social Security Number to a Taxpayer Identification Number such as an EIN;
- Professional certification status; and/or
- General availability for assignments

Copies of new certifications must be mailed or faxed to the Department of Interpreter/CART Services. If you have or are anticipating an address change or change of name (through marriage or divorce, for instance), please contact the Department and we will send the forms and paperwork required to process these changes.

Interpreters are asked to maintain updated schedules of availability on Avianco through its mobile portal <https://m.mcdhh.net>, available through desktop computers, tablets and smartphones. Avianco should also be updated and the Interpreter/CART Referral Service notified regarding extended periods of non-availability (e.g., vacations, maternity leave, etc.). Even if they are not available for assignments specifically offered, when possible interpreters should reply to assignment offerings by the Interpreter/CART Referral Service.

Consumers: The Interpreter/CART Referral Service maintains key consumer information on file in the Avianco database. This information is collected in the Consumer Profile Form and input into Avianco. Consumers are encouraged to keep a copy of their Profile Form and review it periodically to make sure that the Referral Service has current information. Among the most important points for Referral to know are:

- The type of interpreter service required (ASL interpretation, oral interpretation, etc.)
- Contact information
- General preferences for interpreters, such as gender
- Specific preferences for interpreters in different situations; examples include:
 - medical settings
 - mental health settings
 - legal settings
 - workplace/employment settings

The Consumer Profile Form is included in the "For Reference" section of this document.

Requesters: At initial contact with MCDHH's Interpreter/CART Referral Service certain very basic information about the requester will be collected to set up the record in the Avianco database. This information is summarized in the Requester Profile, in the "For Reference" section of this document. The requester will also be e-mailed MCDHH's "New Requester Handbook" which contains valuable information on working with the Interpreter/CART Referral Service.

Much more extensive information is exchanged with the Interpreter/CART Referral Service when a specific job request is placed. This information is detailed in the section of this document entitled, "For Requesters: Information to Provide When Placing a Request."

For Interpreters and Requesters: Insurance Coverage

All interpreters are encouraged to secure their own liability/malpractice insurance coverage. Current RID, Inc. members in good standing are eligible for group rates for insurance coverage through RID, Inc. Interpreters and transliterators should be advised that a number of requesters using MCDHH's Interpreter/CART Referral Service will only contract with interpreters and/or transliterators who carry liability insurance.

The Commonwealth of Massachusetts insures and indemnifies its own public employees, including interpreters employed as staff of a public agency. The applicable law is MGL Ch. 258 [Sec. 8](#) (insurance) and [Sec. 9](#) (indemnification).

- This law applies **only** to MCDHH's staff interpreters and provides coverage regardless of whether they are performing a job for MCDHH, for another state agency, for a not-for-profit organization, or for a private entity.
- This law does **not** apply to other freelance interpreters holding MCD01 contracts, even if the jobs are with an MCD01-contracting agency or entity.
- This law also does not apply to individuals who are MCDHH staff interpreters but who are performing interpreter jobs as freelancers, for example during evenings and weekends on their own time.
- MGL Ch. 258 Sec. 8 and Sec. 9 do not cover grossly negligent, willful, or malicious conduct.

For Requesters: It is essential that the Interpreter/CART Referral Service know if you require that interpreters carry liability and malpractice insurance. Make sure this information is included in your Profile and provide it again when you place a job request.

For Interpreters: Having liability and malpractice insurance will increase your eligibility for a wider range of assignments. As noted above, you are encouraged to obtain this insurance. Keep the Interpreter/CART Referral Service up to date on the status of your insurance coverage.

IMPORTANT NOTE: Although all of MCDHH's staff interpreters are insured when performing jobs in the community, MCDHH's Interpreter/CART Referral Service cannot guarantee to any requester that its job request will be filled by a staff interpreter. See the section, "Job Assignment by MCDHH's Interpreter/CART Referral Service" for additional information.

For Requesters: Information to Provide When Placing a Request

When contacting the Interpreter/CART Referral Service to place a job request the Requester will be connected to an Intake Specialist who will ask for information crucial to process the request:

1. Name, telephone number and organization (if applicable) of the requester.
2. Date and time an interpreter/transliterators and/or CART Provider is needed, and length of assignment.
3. Address of the assignment including specifics: the name of the building, court or clinic, which floor, room number, etc.
4. The nature and format of the meeting (e.g., medical appointment, platform lecture, staff meeting, civil or criminal court case, docket number, etc.).
5. Names of Deaf and/or Hard of Hearing participants and their preferred mode of communication (e.g., American Sign Language, oral, signed English, etc.), if known, and names of participants who will be using CART services (these individuals are generally referred to as “consumers”, and also names of non-Deaf (i.e., hearing) consumers.
6. Special equipment to be used (e.g., microphone, overhead projectors, video, etc.); for CART requests, specify if projection service will be required and what equipment, if any you will provide (e.g., monitor, overhead projector, LCD plate, projection screen, etc.) for jobs where you are requesting both interpreters and CART.
7. Any specialized vocabulary and handouts that will be distributed at the event.
8. Contact information that the interpreter(s) can use to contact the consumer (unless the assignment is a conference, a presentation to an audience in which the consumers may not be known in advance, a confidential substance abuse meeting, or a similar situation in which it is either impossible or inappropriate for the interpreter and the consumer to communicate in advance).
9. Names of preferred interpreters / transliterators / CART Providers. Often Deaf, Hard of Hearing and Late-Deafened people have a specific interpreter / transliterators / CART Provider(s) they prefer. Requested interpreter / transliterators / CART Providers will be contacted first in an attempt to honor these preferences. If there is an interpreter / transliterators / CART Provider the consumer would prefer not to work with, please inform the Intake Specialist.
10. Name and telephone numbers of the on-site contact person at the assignment.
11. Payment information: the name, address and telephone numbers of the person who is responsible for paying for the interpreter. ***The request cannot be processed without confirmed billing information.***
12. Any special instructions or requests, including but not limited to:
 - a. Billing
 - b. Proof of liability and/or malpractice insurance
 - c. Proof of vaccination or other immunization
 - d. Check-in procedures

Requesters are asked to follow up with the Interpreter/CART Referral Service if the assignment situation or location changes after the request is placed.

PLEASE NOTE: Placing a request does not guarantee that the Interpreter/CART Referral Service will be able to fill the request. Service is subject to availability of communication access providers.

For Requesters: Special Situations – Communication Access Requests for Public Events, Conferences and Other Advance- Registration Settings: Best Practices

Certain types of events present a special situation in that communication access requests are made before the specific consumers needing the communication access services are identified. These events include public hearings, governmental listening sessions, conferences, and community events. In this "Best Practices" guidance MCDHH presents a strategy to make the limited pool of communication access services available where it is needed most urgently.

MCDHH strongly recommends that requesters placing requests for communication access (interpreters with or without CART Services) for reasonably large events before specific consumers needing the communication access services are identified should use a response form that includes a **communication access request drop-down box** or similar way for individuals to indicate their communication access needs. All invited to the event, and particularly those with communication access requirements, should be directed to respond to the event planner(s) with their intention to attend and any communication access needs no less than two weeks prior to the event.

If the announcement for the event stated that "communication access, including sign language interpreters and/or CART Services, will be provided," then these services should continue to be provided even in the absence of requests for communication access.

If the announcement for the event stated that "communication access, including sign language interpreters and/or CART Services, will be provided upon request if indicated at least two weeks in advance" and the event planner(s) does/do not receive responses from specific consumers indicating needs for communication access services at that two-week point, the requester should contact MCDHH's Interpreter/CART Referral Service as soon as feasible to discuss whether the communication access request should be maintained. Factors to be considered include the profile of the event, past attendance of Deaf and/or Hard of Hearing individuals at similar events, and the need for communication access resources elsewhere in the community.

Here are examples of communication access situations falling into this special category and some comments by MCDHH:

- Requests from the Governor's Office - *MCDHH suggests that communication access services should always be provided, even for informal situations such as town hall meetings and listening sessions*
- Requests from the State House – *MCDHH suggests that situational factors such as the nature of the event be taken into account when considering cancelling communication access services*
- Public hearings held by state agencies
- Listening sessions held by state agencies
- Community events held and/or sponsored by state agencies
- Conferences / workshops / trainings
- General community events
- Sports / entertainment / performing arts events

Job Assignment by MCDHH's Interpreter/CART Referral Service

Job offers for interpreting are announced through MCDHH database, Avianco, and/or by email. Avianco is easily accessible at <https://m.mcdhh.net> with a high speed internet connection. The Avianco system filters job announcements to particular interpreters based on parameters provided by interpreters in her/his "Interpreter Data Sheet," completed at the time of contract application and updated periodically.

Interpreter/CART Referral Specialists consider multiple factors in making a job assignment to the interpreter(s) who indicated interest in and availability for a particular assignment. These are some of the factors that figure prominently in job assignment decisions:

- Nature of the job: medical, courtroom, legal, college level, conference work, general service access, social or family events, and so on.
- Expressed individual preference of the Deaf consumer involved for particular interpreters with whom they work well.
- Certification level and additional specialized training and experience needed for the job; there are several levels or categories of certification, qualifying the holder for particular types of jobs. For example, in order to be utilized for legal work or work in the courts, special training and mentoring experience is required.
- Level of skill needed in American Sign Language, Oral Transliterating, Signed English, DeafBlind (tactile or limited vision) or gestural communication and "home signs" of Deaf persons who have had no language models, in order to accommodate the individual communication style of the Deaf/Hard of Hearing individual(s) involved.
- Region of the state in which the work is to be done, home base of the interpreter to be considered, and range of willingness to travel from home base.
- Availability for the particular time slot requested.

Within the constraints of the above described matching of interpreter skills/experience, consumer(s) needs and job situation/requirements which must occur for optimal communication to take place, every effort is made by the Interpreter/CART Referral Service to distribute jobs equitably in a rotational fashion across the pool of qualified interpreters.

Although the Interpreter/CART Referral Service has as one of its goals, the successful filling of all interpreter requests, there are factors, which make it necessary for priority to be given in the filling of assignments. Generally, interpreter assignment will be filled in the following order:

- Emergency and emergency follow-up assignments;
- Requesting entity: EOHHS, Governor's Office, State House, MEMA, Executive Branch agency (not ranked in order)
- Problematic assignment such as assignment previously cancelled due to lack of interpreter services; and then
- All other requests

In the event of more than one interpreter indicating interest in a particular assignment, the job is generally assigned to the best qualified interpreter based on the above criteria.

Interpreters holding national certification from RID, Inc. and who are deemed qualified by MCDHH are eligible for referral to legal and court related situations in accordance with MGL Chapter 221 § 92A. See the appropriate section of this document for details of the qualification standards.

The number of interpreters referred to an assignment will be agreed upon by the Interpreter/CART Referral Service and the requester in advance and based on the nature of the assignment, consultation with the Referral/Interpreter Supervisor, and interpreters' expressed needs. The following general guidelines are used:

- One interpreter for each assignment of two hours or less in which there are natural breaks dispersed throughout the assignment, e.g., medical appointment, hands-on training in which the consumer works independently at times, etc.
- One interpreter for each assignment of one and a half hours or less in which there are no natural breaks, e.g., lectures, discussions, meetings, trainings, etc., and the requester agrees to take a break halfway through the assignment.
- Two interpreters for assignment of more than one hour in which there are no natural breaks and the requester provides no breaks.
- Additional interpreters for special needs (such as, DeafBlind, CDI, concurrent sessions, varying communication needs, large audience, etc.)

For priority/difficult to fill assignments, Referral Specialists may negotiate with individual interpreters to work longer periods alone when a team interpreter is not available and when feasible, given sufficient breaks and alternate accommodations (e.g., "teaming" with a CART Provider, working with participants who will sign or speak for themselves).

Performing Arts Requests

Due to the nature of performing arts interpretation (rehearsal time, skills, etc.), MCDHH Interpreter/CART Referral Service does not find interpreters for these requests. MCDHH does maintain and distribute a list of interpreters who are interested in performing arts interpreting to requesters. Freelance interpreters interested in being on the list should check off the box on the Interpreter Data Sheet or contact the Department of Interpreter/CART Services at MCDHH.

MCDHH does accept interpreter requests for casting meetings, performance planning meetings, and auditions.

State Colleges/Universities Classroom Interpreting Requests

MCDHH does refer interpreters to state colleges and universities for entire semester/quarter-long commitments. Freelance interpreters accepting work in colleges and universities are advised to accept only assignments for which they have the appropriate skill and background knowledge. Requesters are advised that not every interpreter is qualified for every subject area even if they hold certifications.

Private Colleges/Universities Classroom Interpreting Requests

Due to the complexity of scheduling interpreters for an entire semester/quarter of college level classroom interpreting services, MCDHH does not provide referrals for private colleges/universities classroom interpretation requests. MCDHH does maintain and distribute to private colleges/universities requester a list of interpreters willing to contract privately with colleges and universities. Freelance interpreters accepting work in colleges and universities are advised to accept only assignments for which they have the appropriate skill and background knowledge. Requesters are advised that not every interpreter is qualified for every subject area even if they hold certifications.

The Interpreter/CART Referral Service can accept requests for meetings, staff trainings, graduations, campus tours, events, and similar short-term assignments at private colleges and universities.

Interpreter Services and Other Third Parties

MCDHH's Interpreter/CART Referral Service cannot accept interpreter requests from entities acting as intermediaries between requesters and consumers, such as interpreter placement services.

Interpreter – Requester Communication

Following job acceptance, interpreters **must** contact the requester as soon as feasible to exchange details about the assignment. The interpreter will obtain information from the requester such as:

- Date, time and length of the assignment;
- Address of the assignment including specifics: the name of the building, court or clinic, which floor, room number, etc;
- Any check-in procedure and/or location;
- Special instructions regarding proof of insurance and vaccination;
- The nature and format of the meeting (e.g., medical appointment, platform lecture, staff meeting, civil or criminal court case, docket number, etc.);
- Number of participants and their names;
- Special equipment to be used (e.g., microphone, overhead projectors, video, etc.);
- Any specialized vocabulary and handouts that will be distributed at the event;
- Names of Deaf, Late-Deafened, DeafBlind, and/or Hard of Hearing participants and their preferred mode of communication (e.g., American Sign Language, oral, signed English, etc.), if known;
- Contact information for the consumer(s);
- Name and telephone numbers of the contact person at the assignment (the "on-site contact");
- ***Name and telephone number(s) for person to call if unforeseen circumstances arise before the assignment; obtaining this contact information is especially critical if bad weather is forecast for the time surrounding the assignment;*** and
- Confirmed billing information and any agency/organization-specific billing form if the assignment is not MCDHH-paid.

Interpreters will give information such as approximate job cost.

Three business days prior to the assignment, because details often change in the interval between booking and assignment, interpreters should reconfirm job location and other key details with the requester three days before the assignment.

On the day of the assignment interpreters are expected to dress appropriate to the situation and behave in a manner that properly reflects the profession.

Interpreters should plan to arrive early for most assignments to allow sufficient time to prepare to begin working. If an interpreter anticipates that s/he will be late (more than 10 minutes later than the actual starting time of the assignment) s/he should call MCDHH or the on-site contact person.

If you must cancel an assignment:

- If the interpreter must cancel acceptance of an assignment, s/he is responsible for finding a replacement. Since consumers often have a preference for certain interpreters, the interpreter must call the appropriate Interpreter/CART Referral Specialist to get names and phone numbers of appropriate replacements. The interpreter must notify the Interpreter/CART Referral Specialist of the final arrangement. If MCDHH is purchasing the interpreter service, MCDHH will not pay a replacement interpreter unless notification of the replacement interpreter has been given to the Interpreter/CART Referral Specialist prior to the assignment and the replacement interpreter has a valid MCD01 Contract with MCDHH.

- In the event of an emergency resulting in an inability to appear for an assignment, the interpreter must contact the MCDHH Interpreter/CART Referral Service. The Interpreter/CART Referral Specialist will attempt to find a replacement. If unable to find a replacement, MCDHH will notify the requester. The interpreter is responsible for contacting the requester directly when MCDHH is closed (e.g., for a weekend assignment, bad weather delayed opening or closure). ***Interpreters performing assignments for non-MCD01 government agencies or private entities should be sure to negotiate in advance payment responsibility for an emergency resulting in the interpreter's inability to appear for an assignment.***
- The topic of inclement weather and jobs covered by the MCD01 contract is addressed in the subsection, "Unforeseen Events, Inclement weather and State of Emergencies" in the section entitled, "Special Circumstances." ***Interpreters performing assignments for non-MCD01 government agencies or private entities should be sure to negotiate in advance payment responsibility in the event of inclement weather.***

Reports of noncompliance with the Standards of Professional & Ethical Conduct or with MCDHH policies and procedures may be discussed with the interpreter by the Director of the Department of Interpreter/CART Services and appropriate action taken (e.g., suspension of referrals). Refer to the section, "Performance Expectations for MCD01 Interpreters and Transliterators: MCDHH'S Quality Assurance Program."

Again, because assignment details often change after a request is placed, we emphasize the importance of following up with the Requester to clarify the issues listed above, to confirm billing details, and to verify the accuracy of travel directions.

Performance Expectations for MCD01 Interpreters and Transliterators: MCDHH's Quality Assurance Program

One of the key functions of MCDHH, listed in its enabling statutes (Massachusetts General Laws Chapter 6, Section 194), is to improve quality of services to Deaf and Hard of Hearing persons. To this end MCDHH's Quality Assurance Program encourages agencies, requesters, consumers, and all other individuals and entities associated with service delivery by interpreters to share feedback, compliments and complaints in order to help MCDHH achieve this goal.

The foundation of MCDHH's Quality Assurance Program is the seven tenets that collectively make up the Code of Professional Conduct of the Registry of Interpreters for the Deaf. They may be found at <http://www.rid.org/ethics/code/> and are:

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

The NAD/RID Code of Professional Conduct exists to protect and guide the interpreters and the consumers. All interpreters are expected to adhere to its provisions at all times. The full NAD/RID Code of Professional Conduct may be found at this URL: http://www.rid.org/UserFiles/File/NAD_RID_ETHICS.pdf.

In somewhat more detail, the components of MCDHH's Quality Assurance Program include but are not limited to:

- **Ongoing skill development** through the continuing education program of the Registry of Interpreters for the Deaf (RID) membership.
- **Use of a computerized survey tool for feedback** that will standardize and simplify feedback collection and also will be designed to elicit positive feedback, not just complaints.
- **Involvement of the consumer community** through a program of feedback solicitation.
- **Performance feedback** in all types of communication situations in which the individual interpreter does jobs, including general audience platform work if the interpreter accepts such assignments.
 - Documentation of complaints: in order to protect the quality of interpreter services in the Commonwealth of Massachusetts for the consumer and for the profession of interpreters, consumers and requesters are strongly encouraged to contact the Director of the Department of Interpreter/CART Services if s/he has a complaint about an interpreter. The consumer/requester will be asked to give a detailed description of the complaint. A written complaint is preferred. If requested, the consumer/requester's name will be kept confidential. Complaints will be shared with the interpreter only if signed, and the interpreter will have an opportunity to respond to the issues raised. Anonymous complaints will be handled like feedback, used as one element of an overall picture of the Interpreter's performance. Anonymous feedback will not trigger action by the Director of the Department of Interpreter/CART Services.
 - In the event that the MCDHH Quality Assurance Program uncovers unfavorable

performance reports about a specific interpreter, MCDHH will obtain additional feedback by direct observation as promptly as possible in as many instances as necessary to determine whether the original report was a single occurrence or a pattern.

- Specific types of feedback:
 - Breaches of MCDHH policies: if the complaint is one of lateness, inappropriate attire, distracting behavior, or failure to notify MCDHH of need to cancel an assignment, the complaint will be documented in writing. If two or more complaints of a similar nature are received within a six-month period, the interpreter will be asked to meet with the Director of the Department of Interpreter/CART Services. A follow-up letter documenting the meeting will be sent to the interpreter and placed in the interpreter's file at MCDHH. If a complaint is again received, the Interpreter and the Director will negotiate a specific agreement for remediation of the situation.
 - Breaches of the Code of Professional Conduct: if the complaint is a violation of the RID, Inc. Code of Professional Conduct, the complaint will be documented and placed in the interpreter's file. The Director may inform the consumer about the RID, Inc. grievance procedure.
- **In the event an interpreter receives unfavorable feedback that represents a pattern rather than a single occurrence**, a meeting will be held with the Director, Department for Interpreter/CART Services, MCDHH's Procurement & Contracting Manager, and the interpreter to present the findings, reach consensus on what constitutes acceptable performance relative to the findings, and agree on appropriate and specific skill development activities to be completed by a specific date. The defined and transparent process of discussion, skill-building activities, and on-the-job observation may include:
 - One or more live or online training courses;
 - Teamed interpreting jobs with a mentor; or
 - Some other activity to be suggested by one of our senior interpreters whom we consult for comment and recommendation.
- **Progressive sanctions** will be built into the program in a transparent manner in the event that the interpreter receiving unfavorable feedback is unwilling or unable to bring her/his on-the-job performance to an acceptable level, in order to maintain overall Provider quality at the level required by statute.
 - After the skill development activities are completed, the interpreter may be allowed to accept only a restricted type of job for a period of time, or the jobs may be monitored, and/or feedback may be requested at an increased level. If performance is still not improved to the level agreed-upon as acceptable, the interpreter may be suspended from receiving job referrals for a period of time.
- **A specific amount of time for improvement** will be built into the skill-enhancement program in a transparent manner so that the interpreter is fully aware of MCDHH's expectations. If the problem is not corrected after two opportunities to improve, the interpreter's contract may be terminated.
- **Termination decisions** are made by the Commissioner, MCDHH, with the advice and recommendation of the Director, Department for Interpreter/CART Services and the Deputy Commissioner for Policy and Programs, and only in the most intractable cases.

Feedback, Compliments & Complaints can be directed to the Director:

MCDHH
Director, Department for Interpreter/CART Services
600 Washington Street
Boston, MA 02111

Dianne.Shearer@state.ma.us
617-740-1680 Voice/617-740-1780 TTY
617-740-1880 Fax
617-326-7546 VP
9:00 AM – 5:00 PM, Monday through Friday

Comments may also be submitted using an online form:

<http://www.mass.gov/eohhs/gov/departments/mcdhh/programs/cart/cart-interpreter-feedback.html>

MCD01 Compensation Structure: An Overview

The Massachusetts Commission for the Deaf and Hard of Hearing is charged with establishing rates for interpreter services in 112 CMR 3.00:

Purchase of Interpreter Services. The MCDHH shall establish rates for the purchase of interpreter services and shall review those rates periodically. All rates will be adjusted as appropriate and needed after consideration of comments and relevant information solicited from representatives of organizations, associations, and service providers of or working with Deaf, Hard of Hearing, DeafBlind, and Late-Deafened persons in the Commonwealth, including but not limited to the Massachusetts Registry of Interpreters for the Deaf, the Massachusetts State Association of the Deaf, and the Massachusetts chapters of the Association of Late-Deafened Adults, the Alexander Graham Bell Association for the Deaf, and the Hearing Loss Association of America or their successors.

Comments from "representatives of organizations, associations, and service providers of or working with Deaf, Hard of Hearing, DeafBlind, and Late-Deafened persons in the Commonwealth" are solicited in public hearings. Stakeholders are also invited to submit comments in writing and in VLOG format. For this FY'16 through FY'18 renewal period, the stakeholder comment period was in November 2014 with public hearings in Boston on November 13 and in Worcester on November 15, 2014.

The MCD01 compensation structure and rates for the FY'16 to FY'18 period are the result of vigorous internal discussion reflecting this stakeholder input in the context of the state's economic climate and MCDHH's responsibilities as an agent of the Commonwealth.

Specifically:

- The several NIC certifications are collapsed into a single rate row in FY'16, as predicted in Director Dianne Shearer's 2012 Letter in this document
- All national certifications will be collapsed into a single base rate starting in FY'17, with compensation increases based only on seniority or attainment of legal certification; this enhancement reflects comments from multiple stakeholders in the Public Hearing process and is based in part on the lack of research and evidence supporting different skill levels for newly-certified interpreters holding different national certifications
- The DeafBlind differential will be paid only for interpretation requiring ongoing physical contact for the purpose of providing communication access. Such methods include but are not limited to tactile signing, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind differential. This change will begin in FY'16.

Compensation Rates: The MCD01 rate schedule may be found on MCDHH's internet page, <http://www.mass.gov/eohhs/provider/guidelines-resources/services-planning/interpreters/interpreter-fee-schedules-and-manual.html#fee>, or on the "Attachments" section of the MCD01 contract in COMMBUYS, <https://www.commbuys.com/bsa/>. These rates apply to all assignments placed by MCD01 agencies. ***These rates do not apply to Commonwealth agencies not participating in the MCD01 contract or to private entities. Interpreters must negotiate standard rates and rate-related policies directly with the paying entities for these assignments.***

A list of current MCD01 contractors and their rates may be found at <http://www.mass.gov/eohhs/provider/guidelines-resources/services-planning/interpreters/statewide-contract-for-interpreters-and.html>. The list is also placed the "Attachments" section of the MCD01 contract in COMMBUYS, <https://www.commbuys.com/bsa/>. This list is updated quarterly.

DeafBlind Interpreting: The DeafBlind differential will be paid in addition to the interpreter's base hourly rate in situations when the interpreter provides a method of interpretation requiring ongoing physical contact for the purpose of providing communication access. Such methods include but are not limited to tactile signing, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind differential. Information on consumers requiring DeafBlind interpreting is gathered from the Consumer Profile and the Massachusetts Commission for the Blind. Data on interpreters qualified to provide these three types of DeafBlind interpreting is taken from the Interpreter Data Sheet.

Seniority: MCDHH recognizes that interpreter skill level increases with long-term membership in RID or NAD and concomitant continuing education. Therefore, the MCD01 rate structure contains a system of rewarding years of certification (i.e., "seniority") with raises in compensation rate. This built-in seniority raise occurs automatically every five years on the anniversary date of the interpreter's certification. *Interpreters should notify the Interpreter/CART Referral Service if their seniority-triggered rate increase does not happen automatically.*

Seniority is based on the number of years of continuous certification. Any years where certification has lapsed will not be included in the calculation of seniority. An interpreter believing that she or he should have the lapsed years counted towards seniority for rate computation purposes may contact the Director, Department for Interpreter/CART Services. The Director's determination will be final.

Here are the tables showing the **Rate Structures for FY'16 and for FY'17-FY'18**. The actual rates are available on COMMBUYS and on MCDHH's web page.

MCD01 Rate Structure for FY'16 Certification(s) and Years RID Seniority HEARING AND DEAF INTERPRETERS

Certifications	First "Years RID Seniority" Range	Next "Years RID Seniority" Range	Next "Years RID Seniority" Range ... Etc.
SC:L			
Approved Legal w/o SC:L (Includes CLIP:R)			
Deaf interpreter: Approved Legal w/o CLIP-R			
Hearing interpreter: NIC with or without any other certifications			
Hearing interpreter: CI and CT or NAD V or CSC or OTC or OIC:C			
Hearing interpreter: CI or CT or RSC or NAD IV			
Hearing interpreter: IC/TC or IC or TC or OIC:V or OIC:S or NAD III			
Deaf interpreter: CDI			
Deaf interpreter: RSC			
MCDHH Screened plus RID Generalist (written) exam			
MCDHH Screened			
DeafBlind Differential: Applies to situations in which the interpreter provides a method of interpretation requiring ongoing physical contact for the purpose of providing communication access including but not limited to tactile signing, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind Differential			

MCD01 Rate Structure for FY'17 and FY'18
Certification(s) and Years RID Seniority
HEARING AND DEAF INTERPRETERS

Certifications	First "Years RID Seniority" Range	Next "Years RID Seniority" Range	Next "Years RID Seniority" Range ... Etc.
SC:L			
Approved Legal w/o SC:L			
Nationally certified			
MCDHH Screened plus RID Generalist (written) exam			
MCDHH Screened			
DeafBlind Differential: Applies to situations in which the interpreter provides a method of interpretation requiring ongoing physical contact for the purpose of providing communication access including but not limited to tactile signing, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind Differential			

For All Users of MCD01 and For Jobs Filled by MCDHH Staff Interpreters: Fee-Related Definitions, Formulas, and Calculations

Minimum Payment

Interpreter assignments that are less than two hours will be paid on the basis of a two-hour minimum

Billing Increment

The billing increment is the **quarter hour; i.e., fifteen minutes**. Interpreters should bill to the next quarter hour when submitting invoices

Mileage Reimbursement

Reimbursement for eligible mileage shall be at the rate paid to Commonwealth-employed sign language interpreters. Changes in rate for mileage reimbursement shall go into effect on the date such change goes into effect for Commonwealth-employed sign language interpreters or on the date such change is announced, whichever is later. In other words, this contract does not recognize retroactive mileage rate changes.

Interpreters shall receive mileage reimbursement, which also covers vehicular use and other vehicular costs, for trips of **20 miles or more one way**. Reimbursement shall be at the rate paid to Commonwealth-employed sign language interpreters, currently \$0.45 per mile, and is for the total distance traveled. This allowance covers fuel, tolls, parking, and vehicular wear and tear. **No separate reimbursement for parking is permitted**. Trips less than 20 miles one way are not eligible for this allowance.

An interpreter's parking fees will occasionally be reimbursed under certain situations, most notably in those circumstances when communication access requests most likely would go unfilled in the absence of paid parking. The decision to reimburse parking is made by MCDHH's Department of Administration and Finance, whose decisions in these cases are final.

Travel Time

For travel 20 miles or more one-way, the interpreter will be paid travel time, or more specifically, interpreters will be compensated for time spent traveling as calculated by formula. Travel time pay is calculated by this method:

- Total miles divided by 50
- and then multiplied by $\frac{1}{2}$ of the interpreter's hourly rate.

The result, in dollars, is the compensation for travel time.

Here is the formula algebraically:

$$\frac{(\text{miles})}{50} \times 0.5 [\text{hourly rate}] = \text{travel time reimbursement}$$

Example: The interpreter (whose hourly rate is \$30.00/hour) traveled a total round trip of 85 miles (42.5 miles each way).

- 85 divided by 50 = 1.7
- 1.7 times \$15.00 = \$25.50

So the compensation for time spent traveling is \$25.50.

Prompt Payment Discount (PPD)

MCD01 interpreters may receive earlier payment on their invoices to all MCD01 contracting agencies by offering a Prompt Payment Discount. Examples include a 2% discount for invoices paid within ten days of receipt ("2%/10") and a 1% discount for invoices paid within 20 days of receipt ("1%/20"). The current version of the Commonwealth of Massachusetts Standard Contract Form contains a section in which an interpreter can indicate Prompt Pay Discount percentages for payments made within ten, fifteen, twenty, and/or thirty days of invoice receipt by the paying agency.

As an example, consider a \$100 invoice. An interpreter offering a 2% discount for invoices paid in 10 days will receive \$98 but will be paid in ten days rather than the standard 45. An interpreter offering a 1% discount for invoices paid within 20 days will receive \$99 and get payment in 20 days rather than 45. Since the interpreter signs up for the prompt payment discount on the contract form, it applies to all MCD01 billings automatically.

Cancellation/No-Show

If cancellation of an assignment occurs with less than two full business days' notice, the interpreter will be paid for the time booked. This includes "no-shows" by consumer involved. **Please refer to the "Cancellation/No-Show" section of the "Special Circumstances" page for a detailed discussion with examples.**

Important Note for Requesters and Interpreters Regarding Cancellation Interval: Requesters are responsible for paying interpreters for jobs that are cancelled with less than two full business days' notice between the day the cancellation was phoned in and the day of the assignment, and are not responsible for payment for jobs that are cancelled with more than two business days' notice. ***The cancellation interval does not include evenings, weekends and holidays.*** Here are some examples:

- Example #1: The job is scheduled for 6:00 to 8:00 p.m. Wednesday and is cancelled at noon on Friday. All days of that week are standard working days.
 - Friday is a partial business day and does not count towards the cancellation interval. Wednesday is the day of the assignment and likewise does not count.
 - Monday and Tuesday are full business days and DO count toward the cancellation policy.
 - Payment responsibility: The requester is **not** responsible for payment and the interpreter will **not** be paid for time booked because cancellation was made more than two full business days in advance.
- Example #2: The job is scheduled for 5:00 to 8:00 p.m. Wednesday and is cancelled by phone message at 6:00 p.m. on Friday. Tuesday is a holiday.
 - The call came after the close of business on Friday and does not count toward the cancellation interval. Tuesday is a holiday, not a business day, and does not count toward the cancellation interval. Wednesday is the day of the assignment and does not count toward the cancellation interval.
 - Monday is a full business day and DOES count towards the cancellation policy.

- Payment responsibility: The requester *is* responsible for payment and the interpreter *will* be paid for time booked because cancellation was made less than two business days in advance.

If the interpreter travels to an assignment and the consumer is a no-show, if the assignment would have been eligible for billable mileage and travel time, the interpreter may bill for mileage and travel time since the consumer's non-appearance was beyond the interpreter's control.

For All Users of MCD01 and For Jobs Filled by MCDHH Staff Interpreters: Fee Policies

Fee-related policies are applicable to assignments covered by the MCD01 contract and/or MCDHH staff interpreters:

- Assignments that are two hours or less will be paid a two-hour minimum appearance fee.
- If during an assignment the number of hours of the assignment exceeds what was originally agreed upon, interpreters should notify the Interpreter/CART Referral Service within five business days of the assignment. If the service is not notified of the change, only the original hours contracted will be paid.
- If while at an assignment, the consumer dismisses an interpreter prior to the time originally contracted for, the interpreter may bill for the entire time, including eligible mileage and travel time.
- If an assignment is cancelled with less than two business days' notice, the interpreter may bill for the entire time. Anticipated mileage reimbursement and travel time may **not** be billed. See the examples in the previous section, "Fee-Related Definitions, Formulas and Calculations."
- If the interpreter is more than 15 minutes late or does not show up for the assignment, s/he may not bill for the entire time unless s/he re-negotiate the start/completion time with the consumer(s).

If a requester/payer fails to compensate an interpreter for an assignment and the interpreter has attempted to resolve this matter, the Interpreter/CART Referral Service will provide advocacy to the interpreter to assist in the reimbursement for services only when the interpreter had also confirmed the fees and fee-related policies directly with the requester prior to the assignment. As noted in the section entitled, "Interpreter - Requester Communication," it is the responsibility of the interpreter to provide an estimate of the approximate job cost to the requester before the assignment.

Certification Changes Impacting Rates:

Individual interpreters may attain certification-based rate changes upon attaining:

- Initial national certification
- Completion of legal interpreter training
- Legal interpreter certification

Interpreters should keep the Interpreter/CART Referral Service informed of any changes in certification and submit copies of new certification(s). Certification-based rate adjustments will become effective once MCDHH has reviewed and processed the submitted certifications.

Changes to individual interpreter rates due to seniority level will be effective upon attainment of the next seniority level and will go into effect on the anniversary date that the next seniority increment is attained.

Invoice Payment:

The invoice payment interval, the period between an MCD01 agency's receipt of an error-free invoice and the time the Commonwealth's accounting system releases the check or electronic payment, is set by policy of the Office of the State Comptroller. The current policy is for payments to be made forty-five (45) days after receipt of error-free invoices. Individual interpreters can reduce this payment interval by agreeing to a Prompt Payment Discount (PPD). The Prompt Payment Discount is described with examples in the previous section, "Fee-Related Definitions, Formulas and Calculations."

Unpaid Meal Break:

Chapter 149 of Massachusetts General Laws Section 100 states that no person shall be required to work more than six hours without being able to take a break of at least thirty minutes.

Section 100. No person shall be required to work for more than six hours during a calendar day without an interval of at least thirty minutes for a meal. Any employer, superintendent, overseer or agent who violates this section shall be punished by a fine of not less than three hundred nor more than six hundred dollars.

Employees on this thirty minute break do not get paid since they are not working for the employer.

This law has a few exceptions:

- If the **physical location** of the employee is restricted during the break period, then the employee may be paid. For example, if a receptionist is directed to eat lunch at the reception desk, then he/she should be paid for the lunch break. Inability to leave the building, either due to duration of meal break or because of facility constraints, is not ordinarily considered a “physical location restriction” if a break room, cafeteria, or location other than the immediate work space is available.
- If the employee is **performing work** during the meal break period, then the employee may be paid. For example, if an interpreter is being served dinner at a banquet and also providing communication access for individuals at her/his table, then the meal break should be considered billable time.

If one of the above situations applies and the interpreter is restricted in physical location and/or required to work through the 30 minute meal break, the interpreter **MUST** inform the Referral Service Supervisor **BEFORE** submitting an invoice for the assignment. MCDHH's A&F Department automatically deducts 30 minutes from an invoice billing for a job over six hours if this half hour break is not already included in the bill. Absence of a confirmation from the Referral Service Supervisor creates a delay in invoice processing in order to verify the legitimacy of lack of a meal break.

For All Users of MCD01 and For Jobs Filled by MCDHH Staff Interpreters: Special Circumstances

Job cancellation

- **By requester/payer:** If cancellation occurs with less than two business days' notice, a fee will be charged for the time booked, as it is generally too late for interpreters to replace the work. (There will be no charge for anticipated mileage reimbursement or travel time.) When a requester/payer cancels a job, the Interpreter/CART Referral Service will call the interpreter to notify him/her immediately. To assist the Interpreter/CART Referral Service in the process, all interpreters are encouraged to have an answering machine, message service of some kind, cell/mobile phone or pager and to tell MCDHH how they prefer to be contacted with cancellation information. Interpreters are expected to acknowledge the cancellation message as soon as the message is received. Whenever possible, Referral staff will offer a replacement assignment when it is necessary to cancel an interpreter's scheduled work.

The requester/payer should bear in mind that the cancellation interval refers to **business days** and does not include evenings, weekends and holidays. Here is an example:

- The job is scheduled for 5:00 to 8:00 p.m. Wednesday and is cancelled at noon on Monday. Tuesday is a holiday.
 - Payment responsibility: The requester **is** responsible for payment and the interpreter **will** be paid for time booked because cancellation was made less than two business days in advance.
- **By MCDHH:** When a requester cancels a job and it is paid by MCDHH, the Interpreter/CART Referral Service will notify the interpreter of the cancellation. If a cancellation is made two or more business days before the assignment, but the Interpreter/CART Referral Service is unable to contact the interpreter via any contact methods provided by the interpreter, the interpreter will not be paid for the cancelled job or travel time. If a job is cancelled with less than two business days' notice, the interpreter *may* bill for the time booked. No reimbursement for travel will be paid if the interpreter is given notice and does not travel to the assignment or if the Interpreter/CART Referral Service were unable to contact the interpreter using the method(s) identified by the interpreter.

If an MCDHH-paid job is cancelled within the two business day period, MCDHH reserves the right to offer the Interpreter another job to replace the booked job at the approximate same time and of the approximate same duration if one is available that is appropriate for the particular interpreter.

- **By interpreter:** Please refer to the section, Cancellation of Assignment by Interpreter.
- **By team interpreter:** When one member of a team cancels an assignment and is unable to find a replacement, the other member of the team has the following options:
 - S/he may attempt to find a team member on his/her own and provide that information to MCDHH.
 - S/he may choose to do the assignment alone, negotiating with the requester and consumer as needed for breaks and other supports.
 - S/he may choose to cancel as well, and negotiate billing with the requester.

Cancellation of Assignments Booked Less than Two Business Days Prior to the Job

If the Interpreter/CART Referral Service books an assignment with an interpreter less than two business days hours prior to the job and subsequently cancels the assignment, the interpreter shall not bill for the cancelled job.

The Interpreter/CART Referral Service considers a request “unfilled” if a communication access provider cannot be identified two business days prior to the assignment and under most circumstances ceases efforts to fill the assignment. Interpreters therefore would not expect additional jobs and consequently would not expect to earn additional income in the two business day period. If a booking is made and then cancelled, there is no income loss to the provider because no income could reasonably be expected based on standard Interpreter/CART Referral Service policies and procedures.

This policy applies in all circumstance, regardless of how far in advance the request itself was made.

On-the-Job Questions

If an interpreter has a question or a problem arises at an interpreting assignment, call the Referral Specialists.

Consumer “No-Show”

In cases where a consumer does not arrive at the scheduled time and place, the interpreter should discuss with the contact person on-site to reach an agreement about the time s/he will leave.

If a consumer fails to appear and does not alert the interpreter or requester that s/he is late, the following guidelines are suggested:

- ALL DAY JOBS – Wait one hour, then call MCDHH to inform the Interpreter/ CART Referral Services to see if they can reach the consumer. Evaluate situation; possibly wait another hour (if waiting for specific consumer).
- HALF-DAY JOBS – Wait one hour; call MCDHH to inform the Interpreter/CART Referral Service you will be leaving the site.
- 2-3 HOURS MEETINGS – Wait 45 minutes; call MCDHH to inform the Interpreter/CART Referral Service you will be leaving the site.
- 1-HOUR MEETINGS/APPOINTMENTS – Wait 30 minutes and call MCDHH Interpreter/CART Referral Service.

Notes on “No-Show” Situations

Some all-day and half-day jobs are for general audience accessibility; waiting period guidelines may not apply to these situations. There is time when the interpreter should continue to provide services when no consumer has been identified. In these cases, the interpreter and requester can determine how communication access is best achieved. Solutions may include:

- Interpreting to the general audience, even without an identified consumer.
- Interpreting periodic announcements about the availability of interpreting services and location of reserved seating.
- Arranging for signage at registration area to indicate location of interpreter and reserved seating.

Occasionally an interpreter will have a team interpreting job and his/her team member(s) will not arrive at the job location. In this situation, the interpreter should contact the requester to negotiate an appropriately modified assignment if possible (more or more frequent breaks, for example, and/or rate if the requester does not participate in the MCD01 contract) before proceeding with the job on a solo basis. The MCDHH Interpreter/CART Referral Service should be informed about the situation as soon as possible.

If an interpreter or a consumer has a question or a problem arises at an interpreting assignment, call the MCDHH Interpreter/CART Referral Service.

Unforeseen Events, Inclement Weather, and State of Emergencies

From time to time events occur outside the control of the interpreter that prevent him/her from performing a previously-accepted assignment, or prevent the previously-accepted assignment from being held as planned. Some examples include snowstorms; a major traffic accident causing multiple highway closures; and personal medical emergencies. To prepare for these possibilities, it is essential that all parties have last-minute contact information for each other regardless of whether the job is covered by the MCD01 contract. If unforeseen situations arise it is **essential** that the interpreter contact the billing entity immediately. For MCD01 assignments the Interpreter/CART Referral Service must be contacted as well.

Publicly Announced Emergencies, Up To and Including State of Emergencies: For serious situations announced in advance (e.g., the night before) through mass and social media, the requester / payer has no financial liability and the interpreter should not submit an invoice. The expectation is that the situation will have been widely enough publicized that all parties will know about it and will be able to plan for personal safety.¹

Emergencies and Situations Restricted to the Assignment Site: For situations affecting the assignment location (campus, building, etc.) but not of size and scope to be widely publicized through mass and social media channels, standard cancellation policy provisions will apply. In other words, if the situation (examples include building flooding and campus power outage) occurs more than two business days in advance and the Interpreter/CART Referral Service is notified, there is no financial liability for the requester / payer and the interpreter will not bill; otherwise, the interpreter should submit an invoice even though the job does not take place. However, the invoice should not include mileage and travel time unless the interpreter actually arrived at the assignment location.

Situations Involving Logistical Inability of One or More Participants to Attend: From time to time an assignment cannot take place because one or more participants are unable to be present due to unanticipated situational factors such as road closures, heavy traffic, illness, and the like. Payment responsibility will be determined on a case-by-case basis providing the interpreter contacts the Referral Service within 24 hours of the assignment.

State of Emergency Cancellation on the Day of the Event: Very infrequently and under highly unusual situations a State of Emergency is announced that will begin a short period of time after the announcement is made. *For jobs with Commonwealth of Massachusetts agencies only*, interpreters should contact the requester and/or payer as well as MCDHH's Interpreter/CART Referral Service as soon as the State of Emergency is announced to learn whether the job is cancelled or whether the portion of the job scheduled prior to the start of the State of Emergency will be held. The interpreter shall bill as follows: (a) for interpreter services provided, the interpreter shall bill 100% of actual time; (b) for booked time during which interpreter services were *not* provided due to the State of Emergency, the interpreter shall bill 50% of expected billing; and (c) the interpreter shall bill all mileage and travel time that is billable in accordance with the standard policy set forth in this document. *For jobs with private entities* the interpreter should negotiate provision for payment.

Example: An interpreter has an MCD01 agency job scheduled to run from 10:00 a.m. to 2:30 p.m. It is 30 miles from her home. She arrives at the site and begins work at 10:00 a.m. At noon the Governor declares a State of Emergency to begin at 12:30 p.m. The assignment concludes at 12:30 p.m.

This interpreter shall bill as follows:

- Mileage and travel time since the job is 20 miles or more from her home
- Her regular rate for the two and a half hours for which she provided services (10:00 a.m. to 12:30 p.m.)
- 50% of her regular rate for the two hours booked but for which services were not provided because of the State of Emergency (12:30 to 2:30 p.m.)

¹ If the emergency has been declared a federally-reimbursable disaster, it is possible that state agencies, small business owners and other payers might be able to include communication access costs among their losses. Appropriate guidance, including legal advice, should be obtained in these situations.

Referral Errors

Occasionally errors happen. When they do and MCDHH is clearly responsible, occurrences of “Referral Error” will be paid at the Interpreter Contract rate. The Interpreter Contract rate is necessary because of Commonwealth rules requiring MCDHH to use contract rates for services or commodities when such contracts exist. Examples of Referral Error include double booking of interpreters and failure to notify an interpreter of a job cancellation. **The use of the Freelance Interpreter Billing Form is required.** Interpreters should submit the Freelance Interpreter Billing Form to the Supervisor of the Interpreter/CART Referral Service for his/her signature on the “consumer signature” section for approval to process.

In greater detail, MCDHH's policy for managing Referral Error is as follows:

- Referral error discovered more than two business days before the assignment: Referral corrects the error with the interpreter; no obligation or penalty.
- Referral error discovered less than the two business day cancellation period but before the interpreter is at the job site: MCDHH offers the interpreter the option of a replacement job at MCDHH or a location to be determined by MCDHH, being paid the expected amount; or payment for one hour if the job was for two hours or two hours for a job greater than two hours.
- Referral error discovered when the interpreter is at the job site: The interpreter contacts MCDHH Interpreter/CART Referral Service immediately. An interpreter sent to a job site in error will be offered a choice of working a replacement job at MCDHH or a location to be determined by MCDHH, or being paid a reduced amount (payment for one hour if the job was for up to two hours, or payment for two hours if the job was for two hours or greater). Mileage and travel time in both directions, if applicable, will be paid.

Teaming with Non-Contract Interpreters

Referral staff routinely make every possible effort to determine the identity and certification status of team interpreters when MCDHH is asked to locate only one member of a team. However, it has not always been possible to do this. If interpreters are asked to team with an interpreter not known to be either certified or a participant of the MCD01 contract, the following options are available:

- Interpreter may contact the requester and request information about the team member before accepting the assignment.
- Interpreter may accept the assignment, but advise the requester that s/he will withdraw from the assignment if s/he find that the team interpreter is not qualified **and** will still bill the requester for the contracted hours.
- Interpreter may decide not to accept the assignment and inform Referral.

Other situations will be addressed and resolved by the Director, Department of Interpreter/CART Services as they arise.

For All Users of MCD01 and For Jobs Filled by MCDHH Staff Interpreters: After the Assignment

Interpreters are asked to contact the Interpreter Referral Services as soon as feasible after the assignment if any of the following situations occur (refer to the appropriate sections of this Manual for detailed discussions):

- Change in assignment hours or start/end time;
- Consumer “no-show(s)”; and/or
- Interpreter, requester or payer cancellation of assignment

All MCD01 interpreters must submit bills promptly to the paying entities. MCDHH has three standard billing forms, each available for viewing in the "For Reference" section of this document:

- Freelance Interpreter Invoice Form, 2016 version
- Staff Interpreter Invoice Form, 2016 version
- AOTC (Administrative Office of the Trial Courts) Form, 2016 version

All forms may be downloaded in MS Word format from the Interpreter Contract section of MCDHH's web site at <http://www.mass.gov/mcdhh> or from the "Attachments" section of the MCD01 contract of COMMBUYS, <https://www.commbuys.com/bsol/>. One or more of the billing forms can be easily customized by interpreters and/or MCD01 agencies for their own use.

The invoice form should be filled out with all the pertinent information and signed by the interpreter. A consumer (either Hearing or Deaf), requester, or authorized on-site contact must sign the invoice form after the assignment is complete. Each billing form should be submitted to MCDHH on a timely basis.

Times and dates on the submitted invoice forms must match those documented on the Interpreter Request form generated by the Interpreter/CART Referral Service.

Interpreters must deduct a minimum of one-half hour unpaid lunch for all MCDHH-paid assignments of 6 hours or more as per state regulations.

Interpreters should bill to the next half-hour for interpreting services, e.g., for a job running 1:00 PM to 3:15 PM, bill for 2 ½ hours.

Questions or concerns regarding billing or payment for MCDHH-paid assignments may be directed to the Director, Department for Interpreter/CART Services.

Expectation of Prompt Billing by Interpreters: MCDHH expects all MCD01 interpreters to submit invoices promptly; that is, within no more than thirty days. Not only is this sound and professional business practice, but prompt billing assists MCD01 agencies with monitoring their spending and planning their budgets in a manner promoting accuracy and fiscal responsibility. MCDHH's Interpreter/CART Referral Service reserves the right to take billing interval into account when making job assignments and may opt to award jobs to interpreters who submit invoices promptly over those who delay billing.

Expectation of Prompt Payment by MCD01 Agencies: MCDHH expects all MCD01 agencies to pay invoices promptly; that is, in accordance with the payment interval established by the Office of the State Comptroller or the terms negotiated by individual interpreters/translators. The market dynamics of communication access services is one in which demand for interpreters far exceeds supply. Agencies and

organizations with patterns for sluggish payment become known among the interpreter community and as a result the Interpreter/CART Referral Service sometimes encounters difficulties filling requests from these agencies. The best strategy to ensure acceptance of job assignments is to pay interpreter invoices promptly.

Interpreters wishing to check on the status of invoices submitted to MCDHH or other Executive Branch agencies can do so by checking the Commonwealth web site VendorWeb (see the next section). Individuals who still have questions concerning billing or payment for MCDHH-paid assignments may contact the Department of Interpreter/CART Services.

For Interpreters and Transliterators: VendorWeb

The Office of the State Comptroller makes available a web site called VendorWeb through which Commonwealth vendors such as MCD01 contract participants can view their scheduled payments and payment history. VendorWeb can be found at <https://massfinance.state.ma.us/VendorWeb/>.

To Log into VendorWeb

- Enter your 12 character vendor code. This code should begin with the letters "VC." This is **not** your COMMBUYS Vendor ID number.
- Enter the last four digits of your TIN (Tax Identification Number). This is the number you provided to the Commonwealth on the W-9 form when you first became a vendor. This is either a Social Security Number (SSN), or an Employer Identification Number (EIN).
- Press "Login".

To View Scheduled Payments

- Click on Scheduled Payments on the left side of the screen.
- Click on Search Now button.
- Pick the department you wish to search for payments. To pick more than one department, hold down the "Ctrl" key and select. To search all departments, select All Departments.
- Click on Search by Department

The Scheduled Payments screen will show all scheduled payments for the selected department(s), and identify Address ID, Department, Document ID, Payment Reference Number, Description, Scheduled Payment Date, and Amount.

Viewing Payment History

- Click on Payment History on the left side of the screen.
- Click on Search Now button.
- Click the department you wish to search for payments. To pick more than one department, hold down the "Ctrl" key and select. To search all departments, select All Departments.
- Click on Search by Department.
- Pick a date range from the dropdown box, or enter your own specific date range (mm/dd/yyyy).
- Select whether you want payments grouped by department or listed by payment number (chronological order).
- If you are reconciling an EFT payment, choose group by payment number. To display payment totals, select All Departments.
- If you would like the payment history downloaded onto your PC's spreadsheet application, select Yes.
- Click on Search.
- The Payment History screen will show all payments made in the selected time frame. Payment Number, Payment Date, Payment Reference Number, Contract Number, individual line amount, check amount as well as any discounts, contract retainage, delinquent debt owed to the Commonwealth or other deductions, which may be identified. To see payment totals, select All Departments and Group by Payment.

Team Interpreting – Deaf/Hearing Teams

There are two types of interpreter team settings: Deaf/hearing teams (using one CDI and one hearing interpreter) and hearing/hearing teams (two hearing interpreters working together on the same assignment). These guidelines apply to team interpreting in all settings.

Deaf/Hearing Teams

The determination to assign a CDI may be made

- At the interpreter's request, or
- At the request of a consumer, or
- By a case manager/advocate, or
- By referral staff based on the consumer's history, or
- When uncertain, to err on the side of caution.

If an interpreter finds her/himself in a situation where a CDI is needed or is advisable to ensure communication access for a Deaf client, contact referral, or the emergency number if this happens on a night or weekend assignment

MCDHH may assign a CDI for instances of:

- DCF involvement,
- Some psychiatric settings, or
- A serious medical condition.

warrants the use of extra care to ensure full access to information; or when a Deaf client's individual's linguistic, education, or cultural background limits his/her use of standard ASL or English-based signing.

When an interpreter works with a CDI, effective team interpreting requires the input and cooperation of both interpreters. Together, the interpreter needs to make the following decisions:

- The appropriate set-up for interpreters, Deaf client, and other consumers involved.
- Should the hearing interpreter take a position out of the Deaf client's field of vision?
- Should the hearing interpreter be with the CDI to provide a second opinion/backup?
- Does one of the interpreters have experience to share because s/he have worked in that setting or with that client before?
- Is a consecutive approach the best communication strategy?
- Who will educate the consumers about the need for/use of a team?

The interpreter and CDI should take some time at the end of the assignment to debrief, giving and seeking feedback about what worked well and what needs improvement, understanding that the goal of any interpreting is ensuring communication access for all consumers involved.

Team Interpreting – Hearing/Hearing Teams

Some situations (for instance, college classes, business meetings, treatment programs) require the use of two interpreters because of the length, setting, or technical language used. MCDHH's general policy is to assign two interpreters to any assignment over 1 hour long, and to any platform situation which will include audience participation (i.e., question-and-answer sessions after a speaker's presentation, in-service training, etc.)

Effective team interpreting requires the input and cooperation of both interpreters. Since we all have individual strategies to meeting the demands of this work, it is important to find out what supports do or don't work for your teammate.

Current professional standards require each interpreter to view him/herself as "active" or "on duty" for the full time. In those periods when you are not the primary interpreter, you should be prepared to provide support. Support may include:

- Giving visual cues (i.e., head nodding) to let your team member know s/he is on target;
- Indicating visual cues provided by the speaker (i.e., "this side");
- Following along on a document provided as a visual aid;
- Providing backup on names/dates, etc.;
- Supplying a correction for something misheard/misread by your teammate, using the method previously agreed upon.

It is important to find out what method of "feeding" or providing support will be most effective for your team member. Don't assume that what works for you will necessarily work for him/her – we're all different! As with Deaf/hearing teams, a few minutes after the assignment to "debrief" will help both of you to become more effective on future teaming assignments.

Court Fees and Payment Policies for Interpreters and Transliterators for the Deaf and Hard of Hearing

Pursuant to MGL Chapter 221C § 7(d), the following rate of compensation for court appointed interpreters are effective as of July 1, 1998:

- Compensation Rates effective February 17, 2009:
Interpreters are compensated at their legal hourly rate. Minimum compensation is for two hours.
- Travel Time
The Trial Court is adopting the travel time compensation formula used by MCDHH. Refer to the section, "Fee-Related Definitions, Formulas, and Calculations."
- Travel and Mileage
Interpreters shall be reimbursed for travel and mileage at the current rates provided for employees of the Commonwealth, \$0.45/mile for travel of 20 miles or more one-way at the time this document is being drafted.

The Trial Courts use their own billing form, called the Daily Service Record (DSR). Interpreters/Transliterators working in the Trial Courts should be sure to use the DSR. MCD01 contractors and MCDHH Staff Interpreters performing MCDHH-paid assignments for the Trial Courts should use the AOTC billing form, available for download in MS Word format from the Interpreter Contract section of MCDHH's web site at <http://www.mass.gov/mcdhh> or from the "Attachments" section of the MCD01 contract of COMMBUYS, <https://www.commbuys.com/bsol/>.

For Interpreters and Transliterators: Supplier Diversity Program and the Supplier Diversity Program Plan

The Supplier Diversity Program was established by the Governor's Executive Order and applies to all Executive Branch agencies. The Supplier Diversity Program and the Operational Services Division (OSD) require that all Requests for Responses (RFRs) contain language about the Supplier Diversity Program. Below is the language provided by OSD describing the Supplier Diversity Program and the changes that were adopted in late 2013:

Executive Order No. 524, Establishing the Massachusetts Supplier Diversity Program, states as a policy of the Commonwealth the promotion of "equity of opportunity in state contracting; and, to that end, [to] encourage full participation of minority and women owned businesses in all areas of state contracting."

Executive Order No. 533 directed the Operational Services Division ("OSD") to "[i]nvestigate opportunities to standardize and streamline the Commonwealth's procurement processes both within OSD and the Executive Department in order to simplify the process for state agency procurement staff when conducting the procurements, for public entity purchasing staff when using the contracts and for interested bidders when bidding on the procurements...."

More recently, Executive Order No. 546 established the Service-Disabled Veteran Owned Business Enterprise Program ("SDVOBE Program"), which is designed to promote access and equity of opportunity to Commonwealth business opportunities to SDVOBE qualifying businesses.

Consistent with these directives, OSD has modified the SDP Policies and Plan requirements, as described below.

SDP Applicability

A Supplier Diversity Program (SDP) Plan is required for large procurements. No contract will be awarded to a bidder without a strong SDP Plan containing measurable commitments with certified vendors, barring any documented extenuating circumstances. All contract awardees, regardless of their certification status, are required to submit a completed SDP Plan Form, which can be found on the OSD Forms link on OSD's website, as part of their response for evaluation. Although strongly encouraged for small procurements, the submission of an SDP Plan is mandated only for large procurements, defined as \$150,000 and over. It is required that Supplier Diversity Program (SDP) participation accounts for no less than 10% of the total points in the evaluation.

SDP Requirements by procurement size:

	Small Procurement (\$10,000 to \$150,000)	Large Procurement (\$150,000 or more)
Distribution	Exclusively distributed via posting on COMMBUYS	
Notification	While notification can be made to all businesses (small and large) that have registered with a specific COMMBUYS commodity code, the Department should give notice of its intent to award a contract to an SBPP-eligible bidder.	No additional requirements beyond posting on COMMBUYS.
Supplier Diversity Program Plan	Encouraged	Required
Written Response	Unsealed: Department may accept email, fax, postal delivery, personal delivery or online via	Sealed: Must accept either by postal and hand delivery OR online via

	Small Procurement (\$10,000 to \$150,000)	Large Procurement (\$150,000 or more)
	COMMBUYS.	COMMBUYS.
Evaluation	Evaluate all submissions using best value criteria. However, if no SBPP bidder bids or there are none that meet the Department's requirements, then may award to non-SBPP bidder.	SDP Plan must be evaluated at a minimum of 10%. Evaluate all submissions using best value criteria.

Requirements Applicable to Initial SDP Plan Bid Response

Bidders responding to a solicitation requiring an SDP Plan will now be required only to identify a commitment in the form of a specific percentage of sales (See SDP Plan Forms) made under the resulting contract that will be spent with a Certified Partner(s). This percentage commitment will extend for the life of any resulting contract. Fixed dollar commitments will no longer be allowed. This will facilitate an apples-to-apples comparison of bid responses for evaluation purposes. Further, this will ensure that SDP commitments are meaningful with respect to the overall value of the resulting contract.

Expanded Definition of Certified Partner

Certified Partners may now include both SDO-certified (M/WBEs) businesses and Service-Disabled Veteran-Owned Businesses (SDVOBE). Contract awardees may designate either SDVOBE and/or SDO-certified M/WBEs for purposes of meeting their SDP Plan commitments.

No Requirement to Categorize Spending with Certified Partner

The SDP Plan will no longer distinguish between categories of services for which bidders opt to use a Certified Partner. Departments will be responsible for ensuring that the percentage commitment of contract spend is met with a currently certified partner(s); Departments will no longer be responsible for reviewing or determining the appropriate type of relationship between the contract awardee and its Certified Partners (i.e., subcontracting, ancillary services, or growth and development).

Identification of Certified Partner Not Required Prior to Contract Execution

While bidders are encouraged to consider and investigate potential SDP Partners throughout the bidding process, submission of the appropriate SDP Form, which can be found under the OSD Forms link on OSD's website, identifying a Certified Partner will now be required no later than 30 days after contract execution. This simplifies the burden for prospective bidders, since they will not be required to identify, select and negotiate conditional agreements with Certified Partners unless they are awarded a contract. Further, this change creates more reasonable expectations for Certified Partners and should result in more tangible business opportunities, since the bidder has received a contract award.

This new policy only applies to the acquisition of commodities and services by all Executive Departments pursuant to MGL Chapter 7, Section 22; MGL Chapter 30, Sections 51 and 52; and 801 CMR 21.00.

To assist you and your staff in this transition a pre-recorded presentation titled "SDP Plan Form Policy Change" will be available in PACE on Monday September 16th. If you should have any questions regarding this policy and for additional information about the SDP, including SDP Policy Guidelines, FAQs, SDP Forms, Department RFR Template and Required Specifications, please refer to the [SDP Procurement Resources and Guides](#) and [SDP Main Page](#) on OSD's website or feel free to contact OSD's Help Desk at commbuys@state.ma.us.

Note: This document was amended January 12, 2015. All references to Comm-PASS in this document were changed to COMMBUYS.

For Interpreters and Transliterators: MCDHH Guidance for the Supplier Diversity Program Plan

In accordance with agreement with the Executive Director of the Supplier Diversity Program, all MCD01 interpreters and transliterators will not be required to file Supplier Diversity Program Plans until they have attained **\$25,000 in earnings from Commonwealth of Massachusetts Executive Branch Agencies in a single fiscal year; that is, the period beginning July 1.**

Interpreters and transliterators are mandated to submit a fully executed Supplier Diversity Program Plan to MCDHH that will be received no later than the date on which the interpreter or transliterator performs the assignment that will put him or her over the \$25,000 threshold of Commonwealth earnings for the fiscal year. If an interpreter or transliterator attains \$25,000 of Commonwealth earnings in a fiscal year and does not file a complete Supplier Diversity Program Plan with MCDHH, he or she will not be eligible to receive referrals to either Commonwealth or private jobs until a Plan has been submitted.

A “**Supplier Diversity Plan Waiver Form**,” included with all MCD01 contracts and amendments, must be completed and returned with signed contract documents. This Waiver signifies that the interpreter understands his/her responsibility to monitor his/her Commonwealth earnings and to submit a Supplier Diversity Program Plan to MCDHH at or shortly before the point of reaching the cumulative \$25,000 earnings level in a single fiscal year.

Question: Why is a Supplier Diversity Program Plan required? Is this a new requirement?

Response: Governor Deval Patrick established the Supplier Diversity Program by Executive Order 524. The Program covers all Executive Branch agencies, and it applies to all contracts with a lifetime value of \$150,000 or more. Executive Order 524 went into effect on September 15, 2010, replacing Executive Order 390 which established the Affirmative Market Program in 1996. MCD01, which began on July 1, 2009, contained an Affirmative Market Program Plan requirement.

Question: I am an interpreter. For the purposes of calculating whether I have to develop a Supplier Diversity Program Plan, do I start at zero dollars every July 1?

Response: Yes. The dollar “clock” resets to zero every July 1. If in Fiscal Year 2015 you earned \$20,000 from all Commonwealth sources, in Fiscal Year 2016 you are not required to file a SDP Plan until you earn \$25,000.

Question: I have more than one contract with a state agency. Do I count all money I make toward the \$25,000?

Response: No. Only your MCD01 earnings “count” toward the \$25,000 threshold. Earnings from any other Commonwealth contracts would apply toward Supplier Diversity Program Plan requirements for those contracts, if applicable.

Question: How can I find out how much money I have earned from Executive Branch agencies? Do the trial courts and community colleges count?

Response: Only Executive Branch agencies that participate in VendorWeb count towards the \$25,000 Supplier Diversity Program Plan threshold. This excludes the Trial Courts and most institutions of higher education. MCDHH recommends that you make a practice of monitoring your expected payments in VendorWeb. See the section in this document about VendorWeb.

Question: I reviewed the list of certified businesses and agencies in the Supplier Diversity Program and there aren't any that sell goods and/or services I use in my business as an interpreter.

Response: The goods and services you can commit to buy need not be restricted to those used in the course of your work as an interpreter. Goods and services can be related to a wide range of interpreters' life situations.

Question: I contacted a number of certified MBE and WBE businesses in the Supplier Diversity Program listing and was told they do not sell to individuals. What do I do?

Response: Please contact MCDHH via e-mail to jane.sokol.shulman@state.ma.us with the names of these businesses, who you spoke to or exchanged e-mail with, and exactly what you were told.

Question: Can I purchase goods and/or services from Deaf or disabled organizations for my Supplier Diversity Program Plan?

Response: The only businesses, organizations, and/or agencies you can use for your Supplier Diversity Program Plan are those that are certified as MBE and/or WBE in the list found at <https://www.somwba.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>. There is a DBE (Disadvantaged Business Enterprise) category, but that is only used for Federal purposes. If you are aware of a Deaf- or disabled-owned business enterprise that is **ALSO** minority- or woman-owned, have the owner contact the Supplier Diversity Office at <http://www.somwba.state.ma.us> to begin the certification process.

Question: Where do I find the Waiver form and the Supplier Diversity Program Plan forms?

Response: These forms are available on the "Attachment" section of contract MCD01 of COMMBUYS, <https://www.commbuys.com/bsol/>.

Question: How much money should I commit to spend?

Response: The Executive Order creating the Supplier Diversity Program only states that participants should make a "significant commitment." We at MCDHH recognize that the interpreter community embodies a wide range of life situations. We have confidence that each interpreter will act in a professional manner to support this program.

An approximate guide, supported by the Supplier Diversity Program office, is provided in the following table:

Annual Projected Commonwealth Earnings	Suggested Supplier Diversity Program Plan Commitment
Less than \$25,000	\$0
\$25,000	\$300
\$30,000	\$450
\$50,000	\$1,000

Question: Instead of purchasing goods or services, can I provide pro bono interpreting?

Response: Yes, if you are able to reach an agreement with a certified MBE or WBE organization on the Supplier Diversity Office's listing at <https://www.somwba.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>. Pro bono donation of interpreting services falls under the "Growth & Development" category, and your SDP Plan should

state how your donation of interpreting services will increase the organization's capacity, presence, reach, or other business function. Be sure to value your services at your private or freelance rate rather than at the discounted rate you earn on the MCD01 contract.

Question: Where do I submit my SDP Plan?

Response: Since the Plan contains an ink signature you need to mail it in. Send it to:

MCD01 Supplier Diversity Program Plan
MA Commission f/t Deaf and Hard of Hearing
600 Washington Street
Boston, MA 02111

Resources available to assist MCD01 contractors in finding potential M/WBE partners may be found at: www.mass.gov/sdp.

Additional Supplier Diversity Program resources that may be useful include but are not limited to:

1. The Massachusetts Supplier Diversity (SDO) website <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/sdo/sdp/>. You can query certified M/WBE businesses eligible to participate in the SDP by business type, geographic area and certification status. This is the best source for finding SDP partners. Note: When using the SDO online search engine to find a certified business in a particular industry or field of interest, please be general rather than specific. If your query is too specific you will receive fewer results. Finally, if the results of your query are not sufficient and you need assistance, please contact SDO directly at 617-973-8692.
2. For a complete list of SDO certified vendors please visit the website at: <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>.
3. Department Supplier Diversity Program Officers are a great resource when researching specific vendor pools. They have firsthand knowledge of and relationships with the certified vendor community. A list of SDP Officers and their contact information can be found on the SDP website, www.mass.gov/sdp under the "SDP Program Participants" screen.

Interpreter Referral Regions Map



Commonwealth of Massachusetts

Massachusetts Commission for the Deaf and Hard of Hearing

Sign Language Interpreter Referral Regions

For Reference: Interpreter Data Sheet (Profile Form)

INTERPRETER/CART PROVIDER DATA SHEET

Complete and return with your contract documents
Please inform the Department of Interpreter/CART Services of any changes in this information

First Name:		Last Name:	
Street Address:			
City/Town:		State	Zip + 4
Home phone:		Primary email:	
Work phone:		Videophone:	
Mobile phone:		Alternate email/contact number:	
Pager			
Communication Skills (check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CART Provider <input type="checkbox"/> CDI/SDI <input type="checkbox"/> Interpreter <input type="checkbox"/> Transliterator </div> <div> <input type="checkbox"/> Oral Transliterator <input type="checkbox"/> DeafBlind – see below </div> </div>		I carry the following insurance: <input type="checkbox"/> Liability insurance <input type="checkbox"/> Malpractice insurance <input type="checkbox"/> Other insurance (specify)	
Communication Skills (check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> DeafBlind -Tactile <input type="checkbox"/> DeafBlind - Rochester <input type="checkbox"/> DeafBlind -Tracking <input type="checkbox"/> DeafBlind - ProTactile <input type="checkbox"/> DeafBlind – Close Vision </div> <div> <input type="checkbox"/> DeafBlind – Other (specify): <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div>		I am willing to be contacted for work in the following regions (check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Boston/Metro <input type="checkbox"/> Northeast <input type="checkbox"/> Central </div> <div> <input type="checkbox"/> Western <input type="checkbox"/> Southeast <input type="checkbox"/> Cape Cod/Islands </div> </div>	

I am willing to be contacted for the following (check all that apply):

<input type="checkbox"/> Ceremony/Weddings/Birth/Funeral <input type="checkbox"/> Court <input type="checkbox"/> Education 0-12 <input type="checkbox"/> Education/Post-Secondary <input type="checkbox"/> Education/Meeting <input type="checkbox"/> Education/Personal Growth <input type="checkbox"/> Education Conference/Workshop <input type="checkbox"/> Employment/Conference/Workshop <input type="checkbox"/> Employment/General <input type="checkbox"/> Employment/Meeting <input type="checkbox"/> General Audience <input type="checkbox"/> Jury Duty <input type="checkbox"/> Legal Conference/Workshop <input type="checkbox"/> Legal Emergency <input type="checkbox"/> MCDHH Referral/Interpreter Substitute <input type="checkbox"/> Medical Conference/Workshop <input type="checkbox"/> Medical Emergency <input type="checkbox"/> Medical Meeting <input type="checkbox"/> Medical/Clinic <input type="checkbox"/> Medical/Doctor Office	<input type="checkbox"/> Medical/Hospital <input type="checkbox"/> Medical/Residence <input type="checkbox"/> Mental Health Conference/Workshop <input type="checkbox"/> Mental Health Emergency <input type="checkbox"/> Mental Health Meeting <input type="checkbox"/> Mental Health/In-patient <input type="checkbox"/> Mental Health/Out-patient <input type="checkbox"/> Miscellaneous Meetings <input type="checkbox"/> Non-court Legal <input type="checkbox"/> Personal Business/Meeting <input type="checkbox"/> Social Services <input type="checkbox"/> Social Services – Conference/Workshops <input type="checkbox"/> Social Services/Emergency <input type="checkbox"/> Substance Abuse Support Groups (e.g. AA/NA) <input type="checkbox"/> Substance Abuse Workshop/Training <input type="checkbox"/> Substance Abuse/Detox <input type="checkbox"/> Substance Abuse/Out-patient Services <input type="checkbox"/> Substance Abuse/Residential Treatment <input type="checkbox"/> Support Group/Other (e.g. cancer, bereavement, etc)
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- ☐ I am willing to be contacted by hospitals for after business hours and weekend emergencies
☐ I am willing to be contacted by private colleges and universities for post secondary work
☐ I am willing to be contacted by requestors for theater/performing arts work

Signature _____

Date _____

For Reference: Consumer Profile Form



**Massachusetts Commission for the Deaf and Hard of Hearing
Department of Interpreter and CART Services
Consumer Profile Form**

150 Mount Vernon Street, Suite 550
Boston, MA 02125-3115
(617) 740-1600 Voice
(866) 970-7177 Videophone
(617) 740-1880 FAX
<http://www.mass.gov/mcdhh>

MCDHH Referral Service is in the process of collecting consumer profile information related to their preferred and non-preferred interpreters, for entry into our database, to ensure appropriate matches are made when booking.

Please fill out this form and send to: **Michael Krajnak**
MCDHH
600 Washington St
Boston, MA 02111
Fax: (617) 740-1880

CONSUMER INFORMATION

Name:		Year of Birth:	
Address:			
City:		State:	Zip Code:
e-mail:		2-Way Pager:	
Home Phone: V / TTY / VP		May MCDHH contact you? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Work Phone: V / TTY / VP			

I AM:

<input type="checkbox"/> DEAF	<input type="checkbox"/> HARD OF HEARING	<input type="checkbox"/> LATE-DEAFENED	<input type="checkbox"/> ORAL DEAF	<input type="checkbox"/> DEAF-BLIND	<input type="checkbox"/> PERSON WITH SPEECH DISABILITY
-------------------------------	--	--	------------------------------------	-------------------------------------	--

WHAT TYPE OF SERVICE DO YOU WANT? (CHECK ALL THAT APPLY):

- | | |
|---|---|
| <input type="checkbox"/> ORAL TRANSLITERATOR | <input type="checkbox"/> DEAF-BLIND—TACTILE |
| <input type="checkbox"/> SIGN LANGUAGE TRANSLITERATOR (PSE/SEE) | <input type="checkbox"/> CDI (Certified Deaf Interpreter) |
| <input type="checkbox"/> ASL INTERPRETER | <input type="checkbox"/> CART |
| <input type="checkbox"/> DEAF-BLIND—CLOSE VISION | <input type="checkbox"/> FOREIGN SIGN LANGUAGE |

INTERPRETERS/CART PROVIDERS YOU PREFER TO USE :

For Reference: Requester Profile Form

The MCDHH's Interpreter/CART Department's Referral Database is set up and we are in the process of collecting Requester Profiles to ensure that we have the most up to date information in our database.

Please completely fill out this form and send to: Michael Krajnak, MCDHH

600 Washington Street

Boston, MA 02111

Fax: (617) 740-1880

Email: Michael.Krajnak@MASSMAIL.state.ma.us

REQUESTER PROFILE

Business/Agency Name:

PRIMARY CONTACT

Contact Person:		
Department:		
Address:		
City:	State:	Zip Code:
Email:		
Telephone:	VideoPhone:	Fax:

CONTACT OF PERSON APPROVED FOR BILLING

Contact Person:		
Department:		
Address:		
City:	State:	Zip Code:
Email:		
Telephone:	VideoPhone:	Fax:

Billing Contract Person:		
Department:		
Address:		
City:	State:	Zip Code:
Email:		
Telephone:	VideoPhone:	Fax:

Phone Number:
Cell Number:
Email Address:

Additional information you would like us to know and/or share with Interpreters and CART Providers:

Signature:	Date:
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For Reference: Freelance Interpreter Invoice Form, 2016 Version



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Massachusetts Commission for the Deaf and Hard of Hearing

600 Washington Street
Boston, Massachusetts 02111
Tel. (617) 740-1600
TTY (617) 740-1700
VP (617) 326-7546
Fax (617) 740-1880
<http://www.mass.gov/modhh>

Freelance Interpreter Invoice Form for MCDHH Paid Assignment INSTRUCTION TO VENDORS – Please fill in *ALL* and *ONLY* the shaded areas

PRC DOCUMENT CODE	HEADER INFORMATION	For MCDHH use only
	Fiscal Year	
CT REFERENCE ENCUMBRANCE DOC	Period	
	Doc Total \$	

VENDOR INFORMATION					
Vendor/Customer ID: (10 digits VC number)			Requester Name:		
Vendor Name:			Requester Phone Number:		
Vendor Address:			Appointment Address/Department:		
City:	State:	Zip:	City:	State:	Zip:

LINE-COMMODITY INFORMATION					
Assignment #	Date of Service	Time of Service From _____ AM/PM to _____ AM/PM			
Quantity	Unit of Measure	Description	Unit Rate	Amount	
	Hours		\$	\$	
	Mileage			\$	
	Travel Time	Miles ÷ 50 = X 1/2 of Hour Rate =		\$	
Grand Total				\$	

VENDOR CERTIFICATION	
Consumer Signature – by my signature, I certify that I received service at the date and time specified above	
Vendor Signature – by my signature, I certify that I rendered services as set forth above	
Vendor Invoice #	Vendor Invoice Date

LINE-ACCOUNTING INFORMATION		
Commodity Line #	Service from Date (mm/dd/yyyy)	Service to Date (mm/dd/yyyy)
Event Type AP01	Line Description	Subtotal Line Amt \$
Department MCD	Unit 0001	Appropriation
	Object	Program
	Program	Program Period

To the Comptroller of the Commonwealth of Massachusetts – I hereby certify under penalties of perjury that all laws of the Commonwealth governing disbursement of public funds and the regulation thereof have been complied with.

Prepared by	Title Accountant	Date
MMARS Entry by	Title Clerk IV	Date
Submitted by	Title Business Manager	Date
Authorized Signature	Title CFO	Date

For Reference: MCDHH Staff Interpreter Invoice Form, 2016 Version

*The Commonwealth of Massachusetts
Executive Office of Health and Human Services*

Massachusetts Commission for the Deaf and Hard of Hearing

600 Washington Street
Boston, Massachusetts 02111
Tel: (617) 740-1600
TTY: (617) 740-1700
VP: (617) 326-7546
Fax: (617) 740-1830
<http://www.mass.gov/modhh>

Staff Interpreter Billing Form

Staff Interpreter Name:	Requester Name:
Billing Contact Name:	Requester Phone Number:
Billing Address:	Appointment Address/Department:

Assignment #	Service Date	Start Time	End Time

Quantity	Item	Description	Unit Price	Total
	Hour(s) <small>(2 hrs minimum)</small>	Sign Language Interpretation Service		
	Mileage	Odometer reading: _____ to _____		
	Travel Time	*		
	Other Fee	<input type="checkbox"/> Parking <input type="checkbox"/> Tolls <input type="checkbox"/> Public Transportation		
<small>*Travel time formula – (total miles ÷ 50 = _____ X % of hourly rate = travel reimbursement) Note: Must travel a minimum of 20 miles each ways to be eligible for travel reimbursement</small>			Total	

An invoice payable to MCDHH will be issued shortly

I certify that the above information is true and correct. Information will be kept strictly confidential.

Staff Interpreter Signature – by my signature, I certify that the above information is true and correct
Signature of Verification – by my signature, I certify that the above information is true and correct X

For MCDHH Use Only				Reference Number:	
<input type="checkbox"/> Job was cancelled	Date of Cancellation:	Time of Cancellation:	By:		
Vendor/Contractor ID:					
MMARS Document ID#:					
Fund 0300	Sub-Fund 2697	Revenue 3500	Department MCD	Unit 0001	Description:
Prepared By:				Date:	
Entered By:				Date:	
Submitted/Approved By:				Date:	

**For Reference: Administrative Office of the Trial Courts
(AOTC) Invoice Form, 2016 Version**

ADMINISTRATIVE OFFICE OF THE TRIAL COURT INTERPRETER DAILY SERVICE RECORD			
Name: _____ Address: _____		Vendor/Client Code # _____ Vendor Invoice # _____	Date of Service _____ Language _____
		SECTION A: Interpreting Time Interpreting Hours: Total Hours: Waiting Hours: <small>(Do not include time)</small> * IF INTERPRETING HOURS IS "0" GIVE REASON IN "CASE NAMES" SECTION	
A.M. Judge: _____ Court: _____			
Case Name(s): _____ Docket # _____			
		(Use back for additional Names & Docket #s)	
P.M. Judge: _____ Court: _____			
Case Name(s): _____ Docket # _____			
		(Use back for additional Names & Docket #s)	
COMPENSATION			
SECTION A: Pay Rate Hourly Rate = \$ _____ Total Hours – (2 hrs. minimum) Total 	SECTION B: Mileage and Travel Time Total Miles = *If over 40 miles complete the following: 1) <u>Mileage</u> Total Miles x \$.45 = 2) <u>Travel Time</u> Total Miles : 50 = x 1/3 MCDHH – Legal Hourly Rate Total Mileage and Travel Time Reimbursement 		
Total Compensation Due (Section A & B) 			
SERVICE CONFIRMATION			
THE FIRST JUSTICE, CLERK MAGISTRATE, COURT LIAISON OR AUTHORIZED SIGNATORY MUST COMPLETE THIS SECTION. I have reviewed and approved the case assignment and attendance information of the above named interpreter. Please initial attendance confirmation.			
Please Print Name: _____		Signature: _____	
Title: _____		Date: _____	
VENDOR'S CERTIFICATION			
I CERTIFY THAT THE SERVICES WERE RENDERED AS NOTED ABOVE			
SIGNATURE: _____		DATE: _____	
ATTENDANCE CONFIRMATION			
Morning Session		Afternoon Session	
Time In: _____	Time Out: _____	Time In: _____	Time Out: _____

May 2011

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Massachusetts Commission for the Deaf and Hard of Hearing

900 Washington Street
 Boston, Massachusetts 02111
 Tel: (617) 740-1500
 VF: (617) 326-7546
 TTY: (617) 740-1700
 Fax: (617) 740-1510
<http://www.mass.gov/mcdhh>

Interpreter Invoice Form for MCDHH Paid Assignment
INSTRUCTION TO VENDORS – Please fill in ALL and ONLY the shaded areas

PRC DOCUMENT CODE	HEADER INFORMATION		For MCDHH use only
	Fiscal Year		
CT REFERENCE ENCUMBRANCE DOC	Period		
	Doc Total		

LINE-ACCOUNTING INFORMATION

Commodity Line #		Service from Date (mm/dd/yyyy)		Service to Date (mm/dd/yyyy)	
Event Type AP01	Line Description		Subtotal Line Amt	Ref Acc Line P / F	Fund Sub Fund
Department MCD	Unit 0001	Appropriation	Object	Program	Program Period

To the Comptroller of the Commonwealth of Massachusetts – I hereby certify under penalties of perjury that all laws of the Commonwealth governing disbursement of public funds and the regulation thereof have been complied with.

Prepared by	Title Accountant	Date
MMARS Entry by	Title Clerk IV	Date
Submitted by	Title Business Manager	Date
Authorized Signature	Title CFO	Date

For Reference: 112 CMR 3.00

The section of the Code of Massachusetts Regulations, 112 CMR 3.00, was updated on June 6, 2014

- *to reflect our use of the Limited User Contract Agreement instead of a Statewide Contract as the contract vehicle;*
- *to remove the interpreter rates from the regulation in order to avoid the costly necessity of frequent updates to the regulation;*
- *to update the list of state organizations and to add a statement that MCDHH would solicit and consider comments from representatives of other organizations or associations of Deaf and Hard of Hearing persons in the Commonwealth; and*
- *to streamline and modernize language used throughout this regulation.*

The updated regulation is included here for the benefit of all MCD01 users and stakeholders.

112 CMR 3.00: INTERPRETER SERVICES FOR THE DEAF AND HARD OF HEARING: PROCEDURES AND STRUCTURES FOR THE PROVISION OF INTERPRETERS FOR THE DEAF AND HARD OF HEARING BY STATE AGENCIES

Section

- 3.01: Statement of Purpose
- 3.02: Application and Scope
- 3.03: Definitions
- 3.04: Central Point for Interpreter Referrals
- 3.05: MCDHH Contract for Interpreter Services
- 3.06: Rates

3.1 : Statement of Purpose

The purpose of 112 CMR 3.00 is to establish centralized structures and procedures to facilitate the provision and purchase of interpreter services for the Deaf and Hard of Hearing by State Agencies.

3.2 : Application and Scope

- (1) Application. 112 CMR 3.00 shall apply to any state agency as defined in 112 CMR 3.03.
- (2) Scope. 112 CMR 3.00 includes:
 - (a) designation of the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH) Interpreter/CART Referral Service as the central point for State Agencies to obtain interpreter services;
 - (b) procedures to establish and maintain a MCDHH administered contract for use by all

State Agencies to purchase interpreter services; and

(c) procedures to establish and periodically review rates and related fees for purchase of interpreter services.

3.3 : Definitions

Commissioner. The Commissioner of the MCDHH.

Contractor. A sign language interpreter or other provider of communication access whose services are contracted through MCDHH and who provides services directly to or on behalf of a State Agency. Sign language interpreter contractors may not utilize employees or subcontractors.

Interpreter for the Deaf and Hard of Hearing also referred to as an interpreter. An individual who has appropriate knowledge, training, and credentials, is approved by MCDHH, and is skilled in:

- (a) sign language/English interpretation or transliteration; or
- (b) oral interpretation or transliteration.

MCDHH Approved Legal interpreter. A freelance or staff interpreter who has National RID Certification with Legal Specialist Certification.

MCDHH Contract for Interpreters for the Deaf and Hard of Hearing. A standard form contract entered into between MCDHH, acting as an agent of the Commonwealth of Massachusetts, and interpreters and transliterators, who agree to provide a specified service(s) at a specified rate(s) to any State Agency or other contract participant within the duration of the contract to promote communication access during business transactions and service delivery on behalf of individuals who are Deaf, DeafBlind, Late-Deafened, or Hard of Hearing.

Rate. The dollar amount to be paid to the contracted interpreter for unit of service provided.

Services. Sign language/English or oral interpretation or transliteration provided by interpreters or other types of communication access services as defined in the governing contract.

State Agency. Any executive office, department, agency, office, board, commission, or institution of the Executive Department. The Legislature, the Constitutional Offices, the Public Institutions of Higher Education, and Independent Public Authorities are encouraged but not required to comply with 112 CMR 3.00. Provision of Interpreters for the Deaf and Hard of Hearing by the Judiciary is dealt with separately.

3.3 : Central Point for Interpreter Referrals

In accordance with M.G.L. c. 6, §§ 194 and 196, the MCDHH operates the MCDHH Interpreter /CART Referral Service which processes requests from State Agencies as well as other public and private entities and individuals. The MCDHH

Interpreter /CART Referral Service maintains a roster of approved interpreters and providers of other types of communication access.

3.4 : MCDHH Contract for Interpreter Services

(1) General. MCDHH shall establish and administer contracts with approved interpreters and other providers of communication access services for use by all State Agencies in accordance with all applicable Commonwealth of Massachusetts requirements governing purchases of services. The contracts shall include any additional terms and conditions considered necessary by MCDHH to achieve its legislative mandate.

(2) Qualifications of Contracting Interpreters. MCDHH shall establish standards of knowledge, training and credentials required for MCDHH approval and participation in the contract.

3.5 : Rates

Purchase of Interpreter Services. The MCDHH shall establish rates for the purchase of interpreter services and shall review those rates periodically. All rates will be adjusted as appropriate and needed after consideration of comments and relevant information solicited from representatives of organizations, associations, and service providers of or working with Deaf, Hard of Hearing, DeafBlind, and Late-Deafened persons in the Commonwealth, including but not limited to the Massachusetts Registry of Interpreters for the Deaf, the Massachusetts State Association of the Deaf, and the Massachusetts chapters of the Association of Late-Deafened Adults, the Alexander Graham Bell Association for the Deaf, and the Hearing Loss Association of America or their successors.

REGULATORY AUTHORITY

112 CMR 3.00: M.G.L. c. 6, §§ 192 and 196.

Notes

This image shows a full page of white paper with horizontal dotted lines. The lines are evenly spaced and run across the width of the page, providing a guide for handwriting or typing. There are no margins, text, or other markings on the page.